

Jennifer Wood
Mayor

Chuck McGuire
Mayor Pro Tem

Bill Smith
Council Member

Rick Warren
Council Member



AGENDA

CITY OF CALIFORNIA CITY SPECIAL JOINT MEETING OF THE SUCCESSOR AGENCY FOR THE CALIFORNIA CITY REDEVELOPMENT AGENCY AND THE CITY COUNCIL

Tuesday September 13, 2016

Closed Session 5:00 p.m.
Regular Meeting 6:00 p.m.

Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

Agenda
September 13, 2016

*****At this time, please take a moment to turn off your cell phones*****

5:00 P.M.
CLOSED SESSION

CALL TO ORDER

ROLL CALL

Councilmembers Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION / CITY COUNCIL

CS 1. Pursuant to Cal. Gov't Code §54956.9(d): Potential Litigation (1) Case

CS 2. Pursuant to Cal. Gov't Code §54957; Appointment of Public Employee: Finance Director

CLOSED SESSION / SUCCESSOR AGENCY

CS 1. Pursuant to Cal Gov't Code §54956.8: Confer with Real Property Negotiator Tom Weil, APN 30251010, 30251009, 30251008, 30251007, 30251006, and 30251005

CS 2. Pursuant to Cal Gov't Code §54956.8: Confer with Real Property Negotiator Tom Weil, APN 20533026

REPORT OUT OF CLOSED SESSION

6:00 P.M.
REGULAR MEETING

ROLL CALL

Councilmembers Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

PLEDGE OF ALLEGIANCE / INVOCATION

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

Mayor Wood: Proclamation

Karen Sanders, OHV Recreation Program: Parks Forward! An initiative by the State Parks Department to consolidate the department

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update

Fire Chief Armstrong – Department Update

Public Works Director Platt – Department Update

Interim Finance Director Jason Williams – Department Update

Park Supervisor Brenda Daverin – Department Update

Airport Manager King – Department Update

City Manager Weil – City Updates

Agenda
September 13, 2016

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

PUBLIC BUSINESS FROM THE FLOOR This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

JOINT CONSENT CALENDAR: CITY COUNCIL / SUCCESSOR AGENCY

CC 1. CITY CHECK REGISTERS dated through 09/08/16

CC 2. READING OF ORDINANCES

Waive reading in full of all ordinances under consideration, and direct the City Clerk to read by title only.

Adopt Ordinance No. 16-741 **"AN ORDINANCE OF THE CITY COUNCIL OF CALIFORNIA CITY AMENDING TITLE 9 OF THE CALIFORNIA CITY MUNICIPAL CODE "LAND USE AND DEVELOPMENT", CHAPTER 2 "ZONING," ARTICLE 21 "M1 – LIGHT INDUSTRIAL DISTRICT," SECTION 9-2.2101 "PERMITTED USES, SUBSECTION (b) TO ADD KENNELS AS A PERMITTED USE"**

CC 3. Fire Department: Fire Station Lockers (Turnouts)

CC 4. Fire Department: Fire Station Kitchen Appliances

CC 5. Fire Department: Dignity Health Education Affiliation Agreement

CC 6. Accept transfer of Land Title of Lots 1, 2, 3 and 4 of Tract No. 5988 from the California City Successor Agency to the City of California City

CONTINUED BUSINESS

CB 1. City Council: Appointment of Councilmember – City Manager, Mayor Wood

Recommend

Council discuss, allow applicants 3 minutes to speak, take public questions and appoint an individual to fill the remaining two+ years, of the term

CB 2. Adoption of Ordinance No. 16-742: Medical Marijuana Industry – City Manager Weil

Recommend

Council discuss and take public comment. Waive reading in full, direct the City Clerk to read by title only and adopt **"AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, ARTICLE 29 OF THE CALIFORNIA CITY MUNICIPAL CODE REGARDING MEDICAL MARIJUANA DISPENSARIES AND CULTIVATION, AMENDING TITLE 9, CHAPTER 2, ARTICLE 21 "M1 LIGHT INDUSTRIAL DISTRICT", AND ADDING TITLE 5, CHAPTER 6, ENTITLED "MEDICAL MARIJUANA BUSINESSES AND ACTIVITY"**

CB 3. Fire Department: Fire Station Change Order Request – Fire Chief Armstrong

Recommend

Council discuss and give direction to staff

CB 4. Economic Development Corporation: FY 16/17 Proposed Budget – City Manager

Recommend

Council discuss and approve the EDC Budget as requested

Agenda
September 13, 2016

CB 5. Police Department: Off-Highway Motor Vehicle Recreation Grant - Budget – Chief Hurtado

Recommend

Council discuss, take public input and accept budgets as presented

CB 6. Community Art – City Manager Weil

Recommend

Council discuss and approve the application and agreement as presented

NEW BUSINESS

NB 1. Police Department: Replacement of Hand-Held RADAR Unit – Chief Hurtado

Recommend

Council discuss and approve the purchase of a STALKER II Radar Unit from Applied Concepts, Inc. in the amount of \$1,519.63

NB 2. Public Safety: Gym Equipment & Air Conditioning – Detective Boston / Fire Chief Armstrong

Recommend

Council discuss and approve as presented

NB 3. Police Department: Patrol Vehicle Replacement Program – Chief Hurtado

Recommend

Council discuss and approve the purchase/lease vehicles as presented

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

- 1) **AB 1234 Reports**
- 2) **Council Items**

**Councilmember
Councilmember Smith
Councilmember Warren
Mayor Pro Tem McGuire
Mayor Wood**

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk



CALIFORNIA CITY

ROCLAMATION

Whereas, the City of California City has over 170 miles of paved and unpaved streets within its boundaries; and

Whereas, Mr. Jerry Bair, a F22 aircraft electrician and a citizen of our community recognized the need for citizen involvement to aid his city; and

Whereas, saw and acted when an opportunity that arose during the planning of construction activities at the F22 Combined Test Force, and

Whereas, 1,200 tons of asphalt grind would be generated and the contractor was obligated to remove such grind from the worksite; and

Whereas, Mr. Bair, coordinated between city officials and the contractor which led to such disposal directed to California City; and with a cost savings to the city of over \$24,000 dollars; and

Whereas, such grind will be used to sustain the dirt roadways within our community.

Now, therefore, I, Jennifer Wood, Mayor of California City, hereby proclaim and recognize Mr. Jerry Bair, as an "Outstanding" member of our City and hereby commend him for his efforts and express our appreciation as a community for seeking out opportunities for the continued success of California City!

Dated this thirteenth day of September, 2016.

ATTEST:

Denise Hilliker, City Clerk

Jennifer Wood, Mayor

Presentation

CITY COUNCIL
Informational Report
Meeting Date: September 13, 2016

TO: Mayor and City Council

FROM: Karen Sanders, OHV Recreation Program

SUBJECT: Open House for California Department of Parks and Recreation
Organizational Structure Opportunities, Specifically Regarding the Impact
of the OHMVR Division's standing within the Department of Parks and
Recreation

BACKGROUND:

The California City OHV Recreation Program has a stake in what happens with the OHMVR Division (the Division) in relation to the proposed reorganization of the California Department of Parks and Recreation (DPR). There is a history of the Division being integrated in the DPR and the Division's role and financial security being diminished during that time of integration. The Division was made in to a stand-alone Division in 1982 and has experienced strong success since that time. It is now being proposed to reorganize the entire DPR and take in the Division again.

This author had the privilege of attending an "Open House", Tuesday, July 19, 2016. The intent of the meeting was to hear a presentation by DPR Director Lisa Mangat regarding the reorganization of DPR. It was a packed house with standing room only at the Resources Building Auditorium in downtown Sacramento. The attendees were OHV enthusiasts including families with children and individuals, representatives from American Motorcycle Association Districts 36 and 37, with three members of the California OHV Commission (Commission Chair Ted Cabral and Commissioners Eric Leuder and Kevin Murphy) at the dias with Director Mangat, the legal counsel for the director, and Acting Deputy Director for the Division, Mathew L. Fuzie. State Assemblymember Brian Dahle from Redding sent his field rep Brian Ross to speak to the issue as did 38th District Senator Joel Anderson's field rep Jae Greenwald. San Benito County District 4 Supervisor Jerry Muenzer also spoke. Speakers addressed the importance of family recreation and having a safe, legal place to ride.

The theme from the attendees was a resounding NO to the reorganization and taking in the Division to DPR. There is a longstanding distrust of DPR and the state assembly "taking" green sticker trust funds and diverting it to uses other than what is originally intended. Although Director Mangat answered many of the questions from those attending, some questions were not answered to satisfaction. Mangat proposed the grants program would not change, the reorganization would lead to an "engaged" director with all parks programs, and the Division would experience no lay-offs with any reorganization. Mangat also addressed the issue of diversion of funds stating that would be consistent with statute. There is a mechanism in place to track funds in any case, but, any reorganization would not affect the OHV trust fund according to Mangat.

Presentation

Mangat emphasized reorganization is not about funding. However, the entire idea of department consolidation is not one that is accepted by the OHV community attending the open house.

Regarding the "sunsetting" of the OHV green sticker trust fund and program: DPR does not contemplate the OHV trust fund "sunsetting". The present director Mangat doesn't want the program to ever have a sunset. The program and sport are an important part of recreation in the western United States and in particular California. According to Mangat, the Division and the OHV program are a model for the rest of the country.

Attached to this report are three charts. The Annual Distribution of Off-Highway Motor Vehicle Registration Fees, the Off-Highway Vehicle Trust Fund – Fiscal Year 2011/2012, and a Summary of Diversions/Loans from the Off-Highway Vehicle Trust Fund. These are derived from the OHMVR Commission Report from 2014. That entire document can be found at:

<http://ohv.parks.ca.gov/pages/25010/files/ohmvr-commission-2014report.pdf>

The reader/public is encouraged to visit the link to read the report in its entirety.

RECOMMENDATIONS:

None

FISCAL IMPACT:

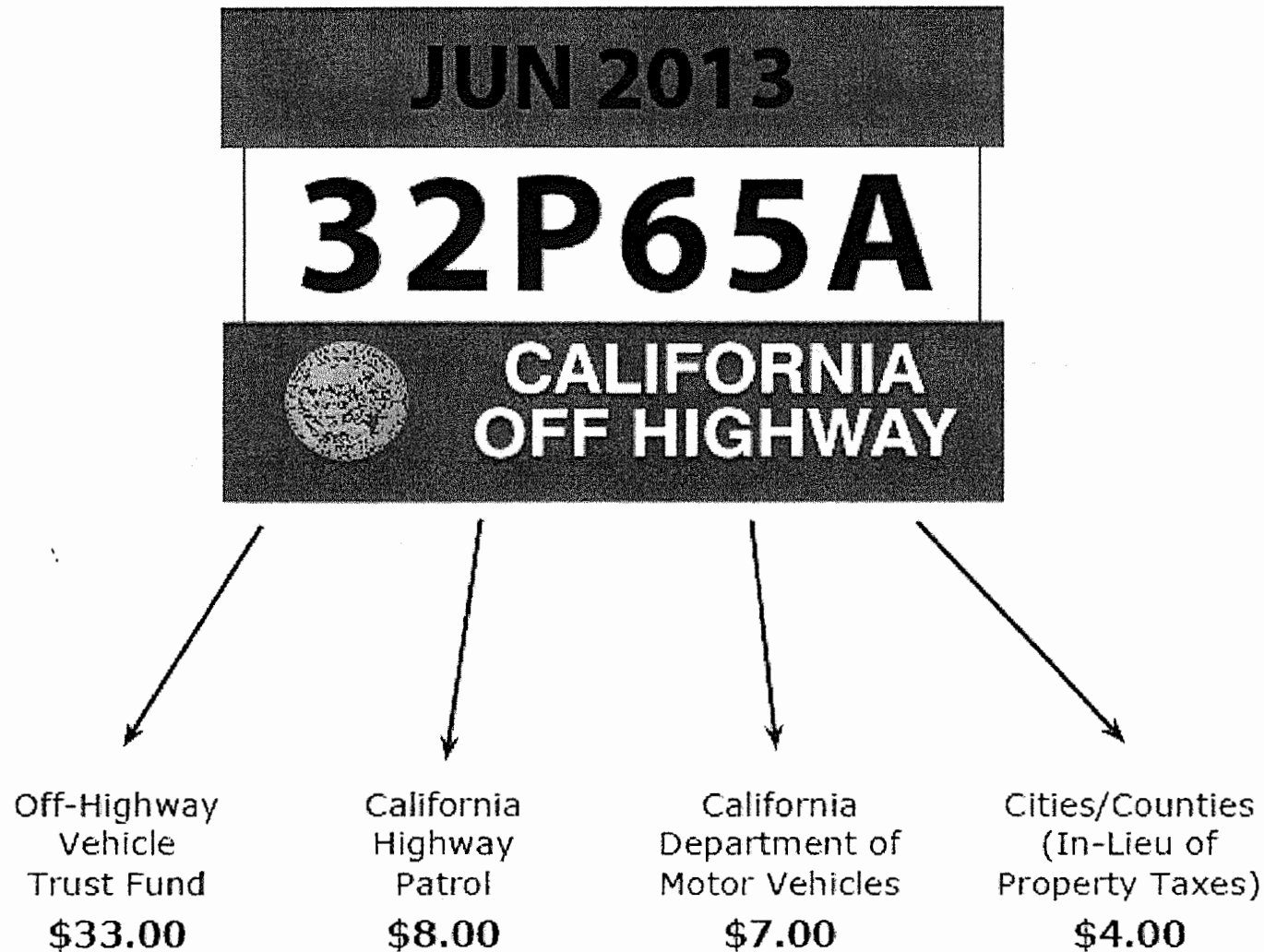
None

ENVIRONMENTAL IMPACT:

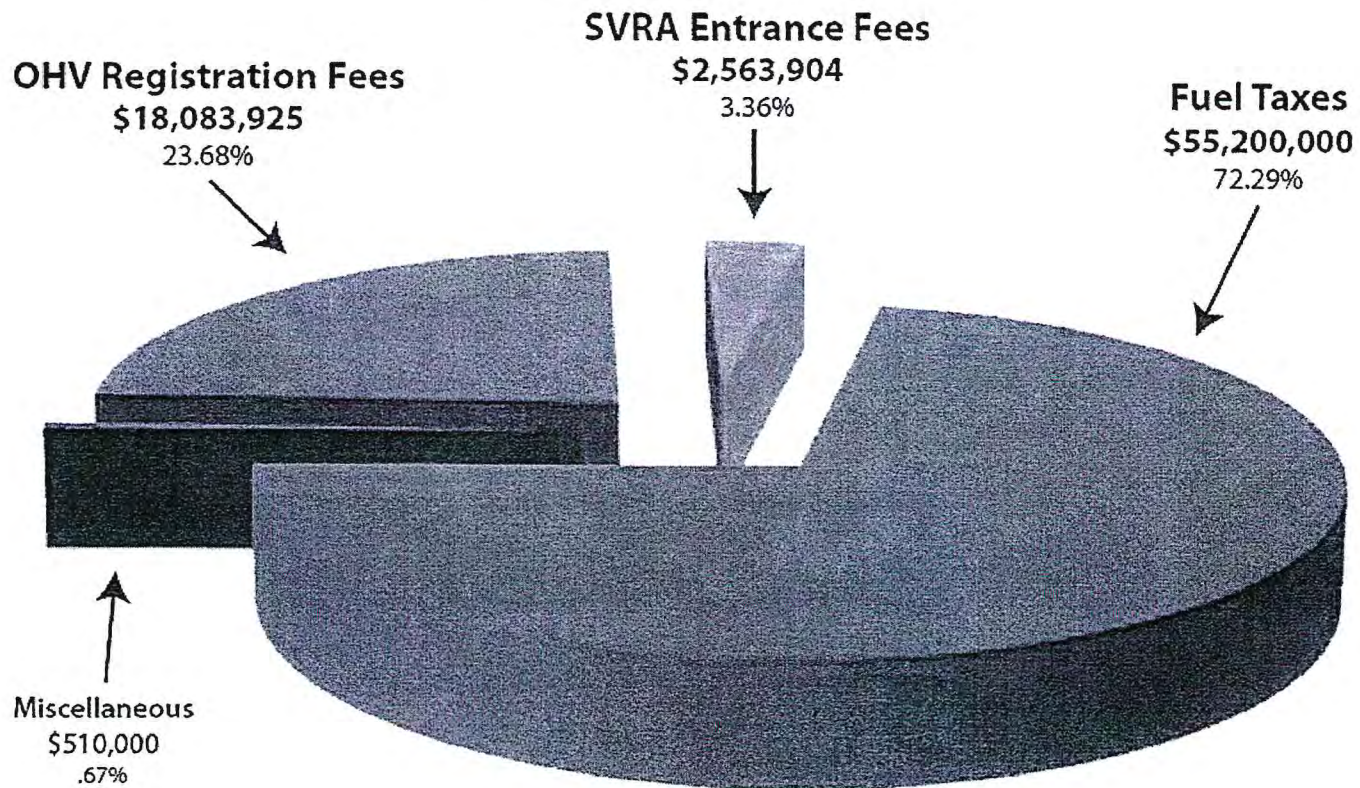
None

Prepared by: Karen Sanders
July 21, 2016

Annual Distribution of Off-Highway Motor Vehicle Registration Fees
(Registrations are \$52.00 Biennially Effective January 1, 2009)



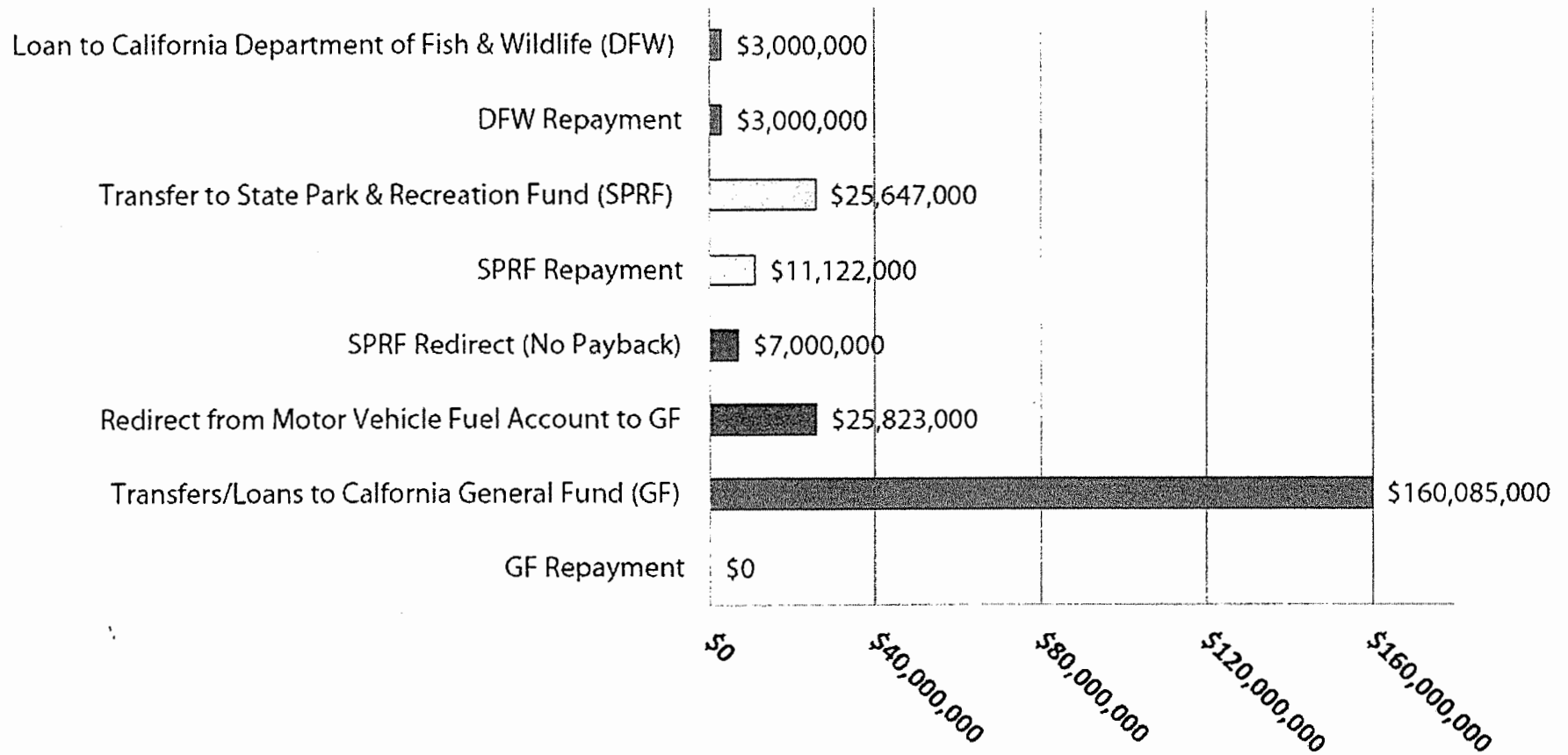
Off-Highway Vehicle Trust Fund – FY 2011/2012
\$76,357,829 Grand Total *



NOTE: No funding comes from the State's General Fund

* Governor's Fund Condition Statement

Summary of Diversions/Loans from the Off-Highway Vehicle Trust Fund



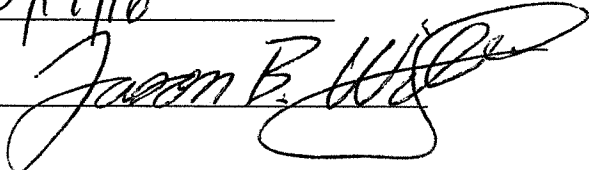
Note: Dollar amounts reflect principal only.

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/19/2016	98103	Placer Hills Fire Protection Di	Fire Engine Rental	081816	1,200.00	1,200.00
Total 98103:							1,200.00
Grand Totals:							1,200.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

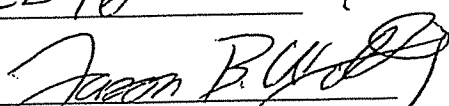
Dated: 8/19/16Finance Director 

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/22/2016	98104	Darghalli, Rami Rev Living Tr	Admin Appeal Hearing Part	CITE # 60378	2,500.00	2,500.00
Total 98104:							2,500.00
08/16	08/22/2016	98105	Gonzalez, Martha	Admin Hearing Appeal Part	CIT # 52376	149.78	149.78
Total 98105:							149.78
Grand Totals:							2,649.78

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8-22-16Finance Director 

CC1

Report Criteria:

Report type: Invoice detail

Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/23/2016	98106	Frontier	Telephone Service from Ve	040709-5 081316	33.74	33.74
08/16	08/23/2016	98106	Frontier	Telephone Service from Ve	070174-5 081316	296.43	296.43
Total 98106:							330.17
08/16	08/23/2016	98107	Petty Cash - Finance	Replenish Petty Cash	082316	362.49	362.49
Total 98107:							362.49
08/16	08/23/2016	98108	So California Gas Co	2239-8, 3432-1, 1691-1	08-16-16	237.27	237.27
Total 98108:							237.27
Grand Totals:							929.93

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/23/16

Finance Director 

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/25/2016	98109	City of Arvin	Mayor, Council Member, C/	KCAC MEETING	196.00	196.00
Total 98109:							196.00
08/16	08/25/2016	98110	Frontier	Telephone Service from Ve	081503-5 081916	2,473.95	2,473.95
Total 98110:							2,473.95
08/16	08/25/2016	98111	Ranson, Jerry	Refund Filing Fee	1.085618	25.00	25.00
Total 98111:							25.00
Grand Totals:							2,694.95

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/25/16

Finance Director 

Report Criteria:

Report type: Invoice detail
Check.Check Number = 98112
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/25/2016	98112	Sample, Spencer	Fuel Purchase Reimbursem	082316	173.32	173.32
Total 98112:							173.32
Grand Totals:							173.32

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/25/16Finance Director Jason B. White

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/30/2016	98113	Best Western-Calif City	70% Transient Occpny Tax	JUNE 2016	12,556.16	12,556.16
Total 98113:							12,556.16
Grand Totals:							12,556.16

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/30/16Finance Director ZZ

Report Criteria:

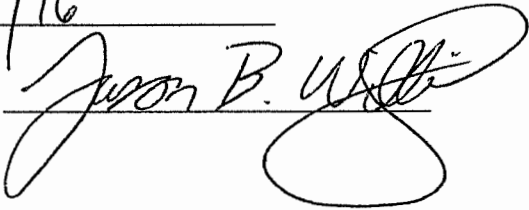
Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/31/2016	98114	Hurtado, Eric	Per Diem Washington DC T	082916	400.25	400.25
Total 98114:							400.25
Grand Totals:							400.25

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/31/16Interim Finance Director 

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/31/2016	98128	Braden, Aimee & R Christophe	Refund 8560 Jacranda	100820.04	32.43	32.43
Total 98128:							32.43
08/16	08/31/2016	98129	Callahan, Ryan Michael	Mobile Car Wash	70	165.00	165.00
Total 98129:							165.00
08/16	08/31/2016	98130	Cato, Marion	Refund 6606 Diane	106613.02	70.11	70.11
Total 98130:							70.11
08/16	08/31/2016	98131	Charter Communications	Fire Cable Service/Internet	0148273 080916	139.86	139.86
08/16	08/31/2016	98131	Charter Communications	City Hall Cable Service	015167 080516	97.11	97.11
08/16	08/31/2016	98131	Charter Communications	City Hall Internet Service	104953 080516	139.83	139.83
Total 98131:							376.80
08/16	08/31/2016	98132	Chief	Decals for Shields	201341	507.29	507.29
Total 98132:							507.29
08/16	08/31/2016	98133	City Of Cal City-General	Water Service	106793.01 081316	275.73	275.73
08/16	08/31/2016	98133	City Of Cal City-General	Sewer Service	106812.01 081316	1,133.15	1,133.15
08/16	08/31/2016	98133	City Of Cal City-General	Sewer Service	106814.01 071316	179.70	179.70
08/16	08/31/2016	98133	City Of Cal City-General	Water Service	106815.01 071316	73.85	73.85
08/16	08/31/2016	98133	City Of Cal City-General	Water Service	106816.01 071316	78.13	78.13
08/16	08/31/2016	98133	City Of Cal City-General	Water Service	106817.01 071316	44.22	44.22
08/16	08/31/2016	98133	City Of Cal City-General	Sewer Service	106819.01 081316	480.65	480.65
08/16	08/31/2016	98133	City Of Cal City-General	Water Service	106822.01 081316	275.73	275.73
08/16	08/31/2016	98133	City Of Cal City-General	Water Service	106863.01 081316	58.99	58.99
Total 98133:							2,600.15
08/16	08/31/2016	98134	Clearview Realty //Josh Meiste	Refund 8858 Peach	102003.04	52.03	52.03
08/16	08/31/2016	98134	Clearview Realty //Josh Meiste	Refund 10749 Jeremy	102849.04	8.29	8.29
Total 98134:							60.32
08/16	08/31/2016	98135	Coast to Coast Computer Supp	Printer Supplies	A1528217	378.40	378.40
Total 98135:							378.40
08/16	08/31/2016	98136	Coastline Equipment	Repair Parts Unit 221 & 22	318575	79.23	79.23
Total 98136:							79.23
08/16	08/31/2016	98137	Coldwell Banker/McAdams, P	Refund 8140 Redwood	102290.08	26.17	26.17
Total 98137:							26.17
08/16	08/31/2016	98138	Creative Bus Sales, Inc	Unit 123 DAR Repair	5094311	846.09	846.09
Total 98138:							846.09
08/16	08/31/2016	98139	Cummings, Robert	Refund 19713 88th	102032.06	62.38	62.38
Total 98139:							62.38

ACCOUNTS NUMBERS

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/31/2016	98140	Cummins Pacific LLC	Generator Service	026-30663	1,450.38	1,450.38
08/16	08/31/2016	98140	Cummins Pacific LLC	Emergency Generator Servi	026-30685	3,130.43	3,130.43
08/16	08/31/2016	98140	Cummins Pacific LLC	Generator - Low Coolant Se	026-30689	272.43	272.43
Total 98140:							4,853.24
08/16	08/31/2016	98141	Curtis Tools for Heroes	Crewboss Pants	42893	990.51	990.51
Total 98141:							990.51
08/16	08/31/2016	98142	Delta Technology Inc	New Cascade System New S	082216	2,160.00	2,160.00
Total 98142:							2,160.00
08/16	08/31/2016	98143	Deluxe	General Checks	62496880	866.48	866.48
Total 98143:							866.48
08/16	08/31/2016	98144	Dennis Automotive	Auto Service	17731	72.00	72.00
08/16	08/31/2016	98144	Dennis Automotive	Auto Service	17742	40.00	40.00
08/16	08/31/2016	98144	Dennis Automotive	Auto Service	17743	600.00	600.00
08/16	08/31/2016	98144	Dennis Automotive	Auto Service	22066	51.75	51.75
08/16	08/31/2016	98144	Dennis Automotive	Auto Service	22067	51.75	51.75
08/16	08/31/2016	98144	Dennis Automotive	Auto Service	22069	60.00	60.00
08/16	08/31/2016	98144	Dennis Automotive	Auto Service	22075	51.75	51.75
Total 98144:							927.25
08/16	08/31/2016	98145	DMV	Registration Renewal Unit	LIC 4HY2025	10.00	10.00
Total 98145:							10.00
08/16	08/31/2016	98146	Ennis Paint, Inc.	Traffic Paint	312360	1,233.03	1,233.03
08/16	08/31/2016	98146	Ennis Paint, Inc.	Traffic Paint	313056	1,849.54	1,849.54
08/16	08/31/2016	98146	Ennis Paint, Inc.	Traffic Paint	313075	1,075.00	1,075.00
Total 98146:							4,157.57
08/16	08/31/2016	98147	Fed Ex	Priority Mailings	5-503-36043	96.79	96.79
08/16	08/31/2016	98147	Fed Ex	Priority Mailings	5-511-67048	86.43	86.43
08/16	08/31/2016	98147	Fed Ex	Priority Mailings	5-518-44638	86.43	86.43
Total 98147:							269.65
08/16	08/31/2016	98148	Ferguson Waterworks	Water Line Supplies	0565697	2,614.89	2,614.89
08/16	08/31/2016	98148	Ferguson Waterworks	Water Line Supplies	0565701	346.38	346.38
08/16	08/31/2016	98148	Ferguson Waterworks	Water Line Supplies	0565704	106.77	106.77
08/16	08/31/2016	98148	Ferguson Waterworks	Water Line Supplies	WV001874	205.10	205.10
08/16	08/31/2016	98148	Ferguson Waterworks	Transmission Line Supplies	WV001876	4,929.95	4,929.95
08/16	08/31/2016	98148	Ferguson Waterworks	Water Line Supplies	WV001877	159.59	159.59
08/16	08/31/2016	98148	Ferguson Waterworks	Transmission Line Supplies	WV001878	4,929.95	4,929.95
Total 98148:							13,292.63
08/16	08/31/2016	98149	Frontier	Broadband Service PD	022502-5 080116	169.99	169.99
Total 98149:							169.99
08/16	08/31/2016	98150	Full Spectrum, Inc.	Well SCADA Work/Prog.,Ra	20160810	4,836.89	4,836.89

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98150:							4,836.89
08/16	08/31/2016	98151	Gibbs International Truck Ctr	Unit 428 Replacement Part	239513B	295.57	295.57
Total 98151:							295.57
08/16	08/31/2016	98152	Globalstar	Satellite Phones	07600313	1,468.48	1,468.48
Total 98152:							1,468.48
08/16	08/31/2016	98153	Haaker Equipment Co.	Cleaning Nozzle	C23365	822.38	822.38
Total 98153:							822.38
08/16	08/31/2016	98154	Harder, Robert & Kimberly	Refund 20800 Neuralia	101400.05	64.10	64.10
Total 98154:							64.10
08/16	08/31/2016	98155	HD Supply Waterworks, LTD	Randsburg Water Line Sup	F943451	1,616.78	1,616.78
Total 98155:							1,616.78
08/16	08/31/2016	98156	Helt Engineering, Inc	07-15-16 Invoices 16410	07-15-16	22,265.00	22,265.00
Total 98156:							22,265.00
08/16	08/31/2016	98157	Hernandez, Andrea & Marvin	Refund 8437 Manzanita	105991.09	4.61	4.61
Total 98157:							4.61
08/16	08/31/2016	98158	Hernandez, Marisa	Dep to Closed 8036 Greenw	101504.03	103.48	103.48
Total 98158:							103.48
08/16	08/31/2016	98159	Hill, Norman & Carol	Refund 8813 Nipa	105451.03	92.76	92.76
Total 98159:							92.76
08/16	08/31/2016	98160	Hillcrest	HVAC Preventive Maintena	001255847	262.25	262.25
Total 98160:							262.25
08/16	08/31/2016	98161	IMC Realty / Cheryl Stanford	Refund 9950 Karen	102564.02	38.24	38.24
Total 98161:							38.24
08/16	08/31/2016	98162	International Code Council	2016 Electrical Code Book	1000716246	223.56	223.56
Total 98162:							223.56
08/16	08/31/2016	98163	Interon LLC	WiFi Upgrade	2652	354.78	354.78
Total 98163:							354.78
08/16	08/31/2016	98164	JBL & Associates/Fred Whitne	Refund 8649 Redwood	105732.08	67.55	67.55
Total 98164:							67.55

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/31/2016	98165	Jensen Precast	Extension Riser Ring-Yerba	SC77130	606.30	606.30
08/16	08/31/2016	98165	Jensen Precast	Hyundai Vault	SC77131	3,791.00	3,791.00
Total 98165:							4,397.30
08/16	08/31/2016	98166	Jones & Mayer	Attorney Fees	073116	34,153.33	34,153.33
Total 98166:							34,153.33
08/16	08/31/2016	98167	Kawamura, Eri	Refund 8200 Great Circle	101101.06	43.41	43.41
Total 98167:							43.41
08/16	08/31/2016	98168	Keeling, Michael	Refund 7950 Great Circle	101102.01	35.84	35.84
Total 98168:							35.84
08/16	08/31/2016	98169	Kern EDC	Annual Membership	6871	2,500.00	2,500.00
Total 98169:							2,500.00
08/16	08/31/2016	98170	Kieffe & Sons Ford	Unit 314 Repair Parts	22750	738.47	738.47
08/16	08/31/2016	98170	Kieffe & Sons Ford	Unit 314 Repair Parts	22764	866.68	866.68
Total 98170:							1,605.15
08/16	08/31/2016	98171	Lyons, Stanley	Refund 17779 Hacienda Bl	106887.01	111.60	111.60
Total 98171:							111.60
08/16	08/31/2016	98172	Marcos, Tiffany	Refund 8401 Jimson	105548.10	55.07	55.07
Total 98172:							55.07
08/16	08/31/2016	98173	McCrometer	Well 16 Meter Repair	481754	858.24	858.24
Total 98173:							858.24
08/16	08/31/2016	98174	McMaster Carr	Screw & Pin Shackles	72834179	206.45	206.45
08/16	08/31/2016	98174	McMaster Carr	Lifting Clamps	73436370	285.72	285.72
08/16	08/31/2016	98174	McMaster Carr	Cables	75023457	113.64	113.64
08/16	08/31/2016	98174	McMaster Carr	Steel Deck Wagon	75173930	228.22	228.22
Total 98174:							834.03
08/16	08/31/2016	98175	Merchant's Printing & Envelo	Time Cards	6-180602	157.53	157.53
Total 98175:							157.53
08/16	08/31/2016	98176	Meterguard Inc.	Meter Barrel Locks	0551	2,364.75	2,364.75
Total 98176:							2,364.75
08/16	08/31/2016	98177	Mone, Daryl	Refund 10617 Bay	103885.09	26.22	26.22
Total 98177:							26.22
08/16	08/31/2016	98178	Morgan, Eddie & Marlas	Refund 8848 S. Loop	105479.07	26.17	26.17

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98178:							26.17
08/16	08/31/2016	98179	My, Dung & Mark, Scott	Refund 21016 79th	100611.04	24.44	24.44
Total 98179:							24.44
08/16	08/31/2016	98180	National Alliance for	Coaching Classes	26855	60.00	60.00
Total 98180:							60.00
08/16	08/31/2016	98181	Norm Hill Aviation	Airport Internet	2057	50.00	50.00
08/16	08/31/2016	98181	Norm Hill Aviation	ACO Internet	2058	50.00	50.00
Total 98181:							100.00
08/16	08/31/2016	98182	Office Depot	Office Supplies	856701859001	74.95	74.95
08/16	08/31/2016	98182	Office Depot	Office Supplies	857145291001	154.79	154.79
08/16	08/31/2016	98182	Office Depot	Office Supplies	857145371001	5.35	5.35
08/16	08/31/2016	98182	Office Depot	Office Supplies	857145372001	3.32	3.32
08/16	08/31/2016	98182	Office Depot	Office Supplies	857145373001	6.44	6.44
08/16	08/31/2016	98182	Office Depot	Office Supplies	857562242001	77.40	77.40
08/16	08/31/2016	98182	Office Depot	Office Supplies	859514673001	245.98	245.98
Total 98182:							568.23
08/16	08/31/2016	98183	Ordonez, Marco & Floridalma	Refund 9000 Underwood	104304.05	1.61	1.61
Total 98183:							1.61
08/16	08/31/2016	98184	Perkins, Dennis	Refund 8500 Willow	106519.04	73.34	73.34
Total 98184:							73.34
08/16	08/31/2016	98185	Plantz, Pamela	Belly Dancing Class	082516	42.00	42.00
Total 98185:							42.00
08/16	08/31/2016	98186	R S I Petroleum Prod	Fuel	1067221	82.38	82.38
08/16	08/31/2016	98186	R S I Petroleum Prod	Fuel	1067230	41.27	41.27
Total 98186:							123.65
08/16	08/31/2016	98187	Robertson's	10408 Redwood Trans Line	831615	482.51	482.51
08/16	08/31/2016	98187	Robertson's	20137 84th	836071	411.13	411.13
Total 98187:							893.64
08/16	08/31/2016	98188	Ryan, Patricia	Refund 9000 Underwood	104304.04	38.49	38.49
Total 98188:							38.49
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tire Service	30051	41.00	41.00
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tires	30204	230.05	230.05
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tire Service	30205	80.00	80.00
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tire Service	30209	10.00	10.00
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tire Service	30225	18.50	18.50
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tires	30236	834.37	834.37
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tire Service	30267	43.00	43.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tire Service	30279	21.50	21.50
08/16	08/31/2016	98189	S.C. Friends Tire Inc.	Tires	30285	231.64	231.64
Total 98189:							1,510.06
08/16	08/31/2016	98190	Saenz, Mario	Refund 9732 Susan	102425.03	43.41	43.41
Total 98190:							43.41
08/16	08/31/2016	98191	Sage Staffing	Temp Mary Johnson	55051	1,725.60	1,725.60
08/16	08/31/2016	98191	Sage Staffing	Temp Mary Johnson	55189	1,725.60	1,725.60
Total 98191:							3,451.20
08/16	08/31/2016	98192	Sample, Spencer	Per Diem Traffic Signal Clas	081516	720.00	720.00
Total 98192:							720.00
08/16	08/31/2016	98193	Sanders, Karen	Per Diem - Lucas Off-Road	082916	160.00	160.00
Total 98193:							160.00
08/16	08/31/2016	98194	Sandlin, Maria	Refund 9425 Irene	106096.01	23.33	23.33
Total 98194:							23.33
08/16	08/31/2016	98195	Sequoia Equipment Company,	Case Backhoe Repair Unit 0	2118	6,189.98	6,189.98
Total 98195:							6,189.98
08/16	08/31/2016	98196	Sim Sanitation	New Fire Station Cleaning	36652	30.00	30.00
Total 98196:							30.00
08/16	08/31/2016	98197	Smith, Holly	Refund 10749 Jeremy	102849.03	13.94	13.94
Total 98197:							13.94
08/16	08/31/2016	98198	Sparkletts	Water	4687417 081216	41.98	41.98
Total 98198:							41.98
08/16	08/31/2016	98199	Staples Advantage	Office Supplies, Janitorial	8040359030	175.34	175.34
08/16	08/31/2016	98199	Staples Advantage	Office Supplies, Janitorial	8040455438	513.07	513.07
08/16	08/31/2016	98199	Staples Advantage	Office Supplies, Janitorial	8040546077	359.80	359.80
08/16	08/31/2016	98199	Staples Advantage	Office Supplies, Janitorial	8040648212	453.78	453.78
Total 98199:							1,501.99
08/16	08/31/2016	98200	State Treasurer's Office	Reg Fee 2016 LAIF Conf.	REG FORM 082916	125.00	125.00
Total 98200:							125.00
08/16	08/31/2016	98201	Stephenson, Keisha	Deposit Refund Arts Rental	57104	100.00	100.00
Total 98201:							100.00
08/16	08/31/2016	98202	TransUnion Risk & Alternativ	TLO Contract	213800 080116	987.00	987.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98202:							987.00
08/16	08/31/2016	98203	Uni-Com Supply Inc	Fire Alarm New Fire Statio	188818	3,829.67	3,829.67
08/16	08/31/2016	98203	Uni-Com Supply Inc	Fire Alarm New Fire Statio	188819	1,185.89	1,185.89
08/16	08/31/2016	98203	Uni-Com Supply Inc	Remote for Fire Alarm New	188873	337.16	337.16
Total 98203:							5,352.72
08/16	08/31/2016	98204	USA Bluebook	Hard Hats & Gloves	023384	212.42	212.42
08/16	08/31/2016	98204	USA Bluebook	Hip Boots	033443	179.89	179.89
Total 98204:							392.31
08/16	08/31/2016	98205	Verizon Wireless	Cell Phone Service	9769429076	1,462.34	1,462.34
Total 98205:							1,462.34
08/16	08/31/2016	98206	Villegas, Martha	Refund 21400 79th St	005412.06	34.79	34.79
Total 98206:							34.79
08/16	08/31/2016	98207	Walters Wholesale Electric Co.	Fire Station Materiials	S106054487.001	477.17	477.17
08/16	08/31/2016	98207	Walters Wholesale Electric Co.	Fire Station Materiials	S106054487.002	227.32	227.32
08/16	08/31/2016	98207	Walters Wholesale Electric Co.	Fire Station Materiials	S106054487.003	74.35	74.35
Total 98207:							778.84
08/16	08/31/2016	98208	Warwick, David	Refund 21600 Everett	104375.09	16.83	16.83
Total 98208:							16.83
08/16	08/31/2016	98209	Weil, Tom	Refund 8872 Oleander	104978.07	2.94	2.94
Total 98209:							2.94
08/16	08/31/2016	98210	Welling, Ruthanne	Per Diem Lucas Off-Road E	082916	160.00	160.00
Total 98210:							160.00
08/16	08/31/2016	98211	West Coast Realty/ Leland Kr	Refund 9001 Rea	106568.06	25.06	25.06
Total 98211:							25.06
08/16	08/31/2016	98212	West Coast Realty/Phuong Hit	Refund 8960 Underwood	101930.07	12.99	12.99
08/16	08/31/2016	98212	West Coast Realty/Phuong Hit	Refund 8848 Satinwood	102089.07	33.65	33.65
Total 98212:							46.64
08/16	08/31/2016	98213	Winwater Works	Gate & Check Valves	8687	3,085.25	3,085.25
Total 98213:							3,085.25
08/16	08/31/2016	98214	Witzke, Koery & Christynna	Refund 8212 Great Circle	100791.09	19.01	19.01
Total 98214:							19.01
08/16	08/31/2016	98215	Zee Medical	Medical Supplies	34-223254	180.44	180.44

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98215:							180.44
Grand Totals:							158,014.11

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/1/16Interim Finance Director Jean B. Williams

Report Criteria:

Report type: Invoice detail

Check.Check Number = {>} 98114

Bank.Bank Number = 1

Check.Voided = no

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/16	09/08/2016	98217	Ace Uniforms	Uniforms	319139	211.18	211.18
09/16	09/08/2016	98217	Ace Uniforms	Uniforms	319140	103.19	103.19
Total 98217:							314.37
09/16	09/08/2016	98218	Alexander's Contract Services	Meter Readers	201609010081	5,411.75	5,411.75
Total 98218:							5,411.75
09/16	09/08/2016	98219	Amber Chemical, Inc.	Hypochlorite Solution	0337960	520.84	520.84
09/16	09/08/2016	98219	Amber Chemical, Inc.	Hypochlorite Solution	0338105	456.88	456.88
Total 98219:							977.72
09/16	09/08/2016	98220	American Water Works Associ	Membership Renewal	7001227461	420.00	420.00
Total 98220:							420.00
09/16	09/08/2016	98221	AmeriPride	Uniform Maintenance	2100540280	120.80	120.80
09/16	09/08/2016	98221	AmeriPride	Uniform Maintenance	2100541751	161.80	161.80
09/16	09/08/2016	98221	AmeriPride	Uniform Maintenance	2100543363	174.35	174.35
09/16	09/08/2016	98221	AmeriPride	Uniform Maintenance	2100544667	117.80	117.80
09/16	09/08/2016	98221	AmeriPride	Uniform Maintenance	210546296	117.80	117.80
09/16	09/08/2016	98221	AmeriPride	Uniform Maintenance	211020023	19.20-	19.20-
Total 98221:							673.35
09/16	09/08/2016	98222	BSK & Associates	Fire Station - Concrete Wor	0077982	971.00	971.00
Total 98222:							971.00
09/16	09/08/2016	98223	Cal City Auto Supply	Police, OHV, Grd Ops Auto	082516	877.58	877.58
09/16	09/08/2016	98223	Cal City Auto Supply	Auto Parts Public Works	082516 PUBLIC WO	3,101.41	3,101.41
Total 98223:							3,978.99
09/16	09/08/2016	98224	Callahan, Ryan Michael	Mobile Car Wash	71	180.00	180.00
Total 98224:							180.00
09/16	09/08/2016	98225	Charter Communications	Fire Cable Service/Internet	0108863 0822-16	380.92	380.92
09/16	09/08/2016	98225	Charter Communications	Police Internet Cable Servic	0118706 082416	215.00	215.00
Total 98225:							595.92
09/16	09/08/2016	98226	Chief	Uniforms Menendez, Hurta	209562	401.41	401.41
Total 98226:							401.41
09/16	09/08/2016	98227	City Hardware	OHV, ACO, Ground Ops, PD	083116	2,694.88	2,694.88
09/16	09/08/2016	98227	City Hardware	Public Works	083116 PW	3,954.32	3,954.32
09/16	09/08/2016	98227	City Hardware	Pool #5430	CITY POOL 063016	641.58	641.58

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98227:							7,290.78
					ACCOUNT NUMBERS		
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106796.01 081316	2,069.32	2,069.32
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106798.01 081316	2,414.30	2,414.30
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106799.01 081316	2,414.30	2,414.30
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106800.01 081316	588.07	588.07
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106802.01 081316	425.83	425.83
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106804.01 081316	1,086.40	1,086.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106805.01 081316	1,701.91	1,701.91
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106806.01 081316	16,297.98	16,297.98
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106807.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106808.01 081316	2,414.30	2,414.30
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106809.01 081316	299.05	299.05
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106810.01 081316	1,421.56	1,421.56
09/16	09/08/2016	98228	City Of Cal City-General	Sewer Service	106811.01 081316	291.41	291.41
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106818.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106820.01 81316	7,277.24	7,277.24
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106821.01 081316	275.73	275.73
09/16	09/08/2016	98228	City Of Cal City-General	Sewer Service	106823.01 081316	293.61	293.61
09/16	09/08/2016	98228	City Of Cal City-General	Sewer Service	106824.01 081316	874.46	874.46
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106825.01 081316	275.73	275.73
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106826.01 081316	2,414.30	2,414.30
09/16	09/08/2016	98228	City Of Cal City-General	Sewer Service	106827.01 081316	679.16	679.16
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106828.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106830.01 081316	51.73	51.73
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106831.01 081316	643.52	643.52
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106832.01 081316	285.97	285.97
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106838.01 081316	51.73	51.73
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106839.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106841.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106842.01 081316	56.99	56.99
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106843.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106844.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106845.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106847.01 81316	51.73	51.73
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106848.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106849.01 081316	86.40	86.40
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106861.01 081316	51.73	51.73
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106872.01 081316	4,138.68	4,138.68
09/16	09/08/2016	98228	City Of Cal City-General	Water Service	106873.01 081316	103.46	103.46
Total 98228:							49,814.20
09/16	09/08/2016	98229	Coast to Coast Computer Supp	Printer Supplies	A1534217	99.98	99.98
09/16	09/08/2016	98229	Coast to Coast Computer Supp	Printer Supplies	A1534323	559.00	559.00
Total 98229:							658.98
09/16	09/08/2016	98230	Concepts of Ink	Tshirts	083016	257.19	257.19
Total 98230:							257.19
09/16	09/08/2016	98231	De Lage Landen	Copier Lease	51263437	190.04	190.04
Total 98231:							190.04
09/16	09/08/2016	98232	Deere Credit	Heavy Equipment Purchase	1735410	1,162.04	1,162.04

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98232:							1,162.04
09/16	09/08/2016	98233	Dennis Automotive	Auto Service	17749	120.00	120.00
Total 98233:							120.00
09/16	09/08/2016	98234	Display Sales	Custom Banner	007529	2,654.15	2,654.15
09/16	09/08/2016	98234	Display Sales	Fiberglass Ros	007613	365.50	365.50
Total 98234:							3,019.65
09/16	09/08/2016	98235	Ennis Paint, Inc.	Traffic Paint	313822	493.22	493.22
09/16	09/08/2016	98235	Ennis Paint, Inc.	Traffic Paint	314008	493.22	493.22
09/16	09/08/2016	98235	Ennis Paint, Inc.	Traffic Paint	314099	1,075.00	1,075.00
Total 98235:							2,061.44
09/16	09/08/2016	98236	Fed Ex	Priority Mailings	5-525-94711	86.43	86.43
Total 98236:							86.43
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	0566679	1,370.24	1,370.24
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	0566809	1,240.04	1,240.04
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	0566814	489.72	489.72
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	0566821	846.13	846.13
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	WD001879	2,283.27	2,283.27
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	WD001935	1,113.57	1,113.57
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	WD001936	313.81	313.81
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	WD001943	918.30	918.30
09/16	09/08/2016	98237	Ferguson Waterworks	Water Line Supplies	WV001876-1	4,165.63	4,165.63
Total 98237:							12,740.71
09/16	09/08/2016	98238	Great America Financial	Postage & Copier Machine	19270255	960.84	960.84
Total 98238:							960.84
09/16	09/08/2016	98239	HDWBC - High Desert Wireles	Install Toughbook Unit 326	40393	310.00	310.00
09/16	09/08/2016	98239	HDWBC - High Desert Wireles	Install Toughbook Unit 326	40394	310.00	310.00
Total 98239:							620.00
09/16	09/08/2016	98240	Helt Engineering, Inc	15413 New Fire Station	016-349	515.00	515.00
09/16	09/08/2016	98240	Helt Engineering, Inc	Engineeering Various Proje	07-31-16	30,164.86	30,164.86
Total 98240:							30,679.86
09/16	09/08/2016	98241	Hemme Hay & Feed Inc.	Hay Feed	16684	199.39	199.39
Total 98241:							199.39
09/16	09/08/2016	98242	Home Depot Credit Services	Dial A Ride Window A/C U	XXX- 1266 082116	256.93	256.93
Total 98242:							256.93
09/16	09/08/2016	98243	IMC Realty / Cheryl Stanford	Refund 9048 Aspen	105775.06	83.26	83.26

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98243:							83.26
09/16	09/08/2016	98244	Impulse Auto	ID c501D073 Ford 2004 F2	2004 FORD F250	1,635.90	1,635.90
Total 98244:							1,635.90
09/16	09/08/2016	98245	Interon LLC	Computer Repairs	2651	50.00	50.00
Total 98245:							50.00
09/16	09/08/2016	98246	Joe E Delia	Polygraph	081016 FOLEY R	150.00	150.00
Total 98246:							150.00
09/16	09/08/2016	98247	Kieffe & Sons Ford	CE A/C Repairs	24773	1,729.62	1,729.62
Total 98247:							1,729.62
09/16	09/08/2016	98248	KME Fire Apparatus	Vehicle Maint. Unit 390	CA 537983	650.76	650.76
09/16	09/08/2016	98248	KME Fire Apparatus	Vehicle Maint. Unit 390	CA537979	1,001.78	1,001.78
09/16	09/08/2016	98248	KME Fire Apparatus	Vehicle Maint. Unit 390	CA537980	195.00	195.00
Total 98248:							1,847.54
09/16	09/08/2016	98249	L N Curtis & Sons	Poly Flow Hoses	45756	818.15	818.15
09/16	09/08/2016	98249	L N Curtis & Sons	Wildland PPG	46392	535.93	535.93
Total 98249:							1,354.08
09/16	09/08/2016	98250	Leslies Pool Supplies	Chemicals & Pump Parts	129-383977	168.17	168.17
09/16	09/08/2016	98250	Leslies Pool Supplies	Chemicals & Pump Parts	129-383985	256.34	256.34
09/16	09/08/2016	98250	Leslies Pool Supplies	Chemicals & Pump Parts	129-388175	847.19	847.19
09/16	09/08/2016	98250	Leslies Pool Supplies	Chemicals & Pump Parts	129-390355	691.63	691.63
09/16	09/08/2016	98250	Leslies Pool Supplies	Chemicals & Pump Parts	129-390356	61.93	61.93
Total 98250:							2,025.26
09/16	09/08/2016	98251	M & M Sports	Uniforms Belts- Bell, Walte	37155	43.53	43.53
Total 98251:							43.53
09/16	09/08/2016	98252	MacKen, Christopher	Refund 7523 Quezon	106887.01	86.52	86.52
Total 98252:							86.52
09/16	09/08/2016	98253	Marcia 7th Standard Milling /	Refund 22537 Shepard	100901.01	71.00	71.00
Total 98253:							71.00
09/16	09/08/2016	98254	Medallion Contracting, Inc.	Fire Station Prog. # 4	#4	342,840.46	342,840.46
Total 98254:							342,840.46
09/16	09/08/2016	98255	Merchant's Printing & Envelo	ACO Forms	6-180622	585.88	585.88
09/16	09/08/2016	98255	Merchant's Printing & Envelo	ACO Receipts	6-180623	263.94	263.94
Total 98255:							849.82

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/16	09/08/2016	98256	Middleton, Keith	Mileage Reimb to Bank of t	8-31-16	34.56	34.56
Total 98256:							34.56
09/16	09/08/2016	98257	Praxair Distribution Inc	Oxygen	55535262	120.60	120.60
Total 98257:							120.60
09/16	09/08/2016	98258	Precision Engineering, Inc.	Fire Station-Surveyors	6807	711.31	711.31
Total 98258:							711.31
09/16	09/08/2016	98259	Process Solutions, Inc	Valve Solenoid Well 16	0000719	445.77	445.77
Total 98259:							445.77
09/16	09/08/2016	98260	Pyszkowski, Kurt	CUP 16-03 Half Refund	1.085268, 1.085267	385.00	385.00
Total 98260:							385.00
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067187	1,162.13	1,162.13
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067191	2,200.10	2,200.10
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067193	1,609.82	1,609.82
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067194	404.57	404.57
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067197	799.52	799.52
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067222	609.30	609.30
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067224	177.16	177.16
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067242	471.40	471.40
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067243	164.03	164.03
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067253	22.40	22.40
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1067263	22.08	22.08
09/16	09/08/2016	98261	R S I Petroleum Prod	Fuel	1097195	86.37	86.37
Total 98261:							7,728.88
09/16	09/08/2016	98262	Reliable Air Condit. & Heating	Air Conditioning Work Seni	17036	1,575.00	1,575.00
Total 98262:							1,575.00
09/16	09/08/2016	98263	Robertson's	Neuralia & Redwood	842325	1,111.56	1,111.56
09/16	09/08/2016	98263	Robertson's	FOB California City	842835	247.25	247.25
09/16	09/08/2016	98263	Robertson's	So Loop/Airway	843451	860.00	860.00
Total 98263:							2,218.81
09/16	09/08/2016	98264	S.C. Friends Tire Inc.	Tire Service	30334	68.00	68.00
Total 98264:							68.00
09/16	09/08/2016	98265	Safety Services Company	Safety Manuals	680564	549.98	549.98
Total 98265:							549.98
09/16	09/08/2016	98266	Safety-Kleen Corp	Solvent	71143398	283.80	283.80
Total 98266:							283.80
09/16	09/08/2016	98267	SC Communications	Fcc Licence	5186	1,500.00	1,500.00
09/16	09/08/2016	98267	SC Communications	Reset Gateway	97067	916.00	916.00

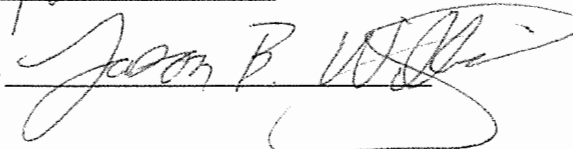
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98267:							2,416.00
09/16	09/08/2016	98268	Sequoia Equipment Company,	Case Backhoe Repairs	3331	167.87	167.87
09/16	09/08/2016	98268	Sequoia Equipment Company,	Case Backhoe Repairs	3332	76.00	76.00
09/16	09/08/2016	98268	Sequoia Equipment Company,	Case Backhoe Parts	3361	891.68	891.68
09/16	09/08/2016	98268	Sequoia Equipment Company,	Case Backhoe Parts	3362	154.09-	154.09-
Total 98268:							981.46
09/16	09/08/2016	98269	Southern California Edison	Service to Pool House	239894	2,264.09	2,264.09
Total 98269:							2,264.09
09/16	09/08/2016	98270	Spandorf, Steven	Refund 20324 Dean Court	100901.01	79.10	79.10
Total 98270:							79.10
09/16	09/08/2016	98271	Statewide Safety & Signs	Custom Signs	12003626	419.26	419.26
09/16	09/08/2016	98271	Statewide Safety & Signs	Sand Bags W/Handle	12003676	454.34	454.34
09/16	09/08/2016	98271	Statewide Safety & Signs	Custom Signs	12003750	1,270.16	1,270.16
09/16	09/08/2016	98271	Statewide Safety & Signs	Squeege, Crack Seal Tools	12003834	946.00	946.00
09/16	09/08/2016	98271	Statewide Safety & Signs	Squeege, Crack Seal Tools	12038535	473.00-	473.00-
Total 98271:							2,616.76
09/16	09/08/2016	98272	Sundance Media.com	Web Design	1811	247.50	247.50
Total 98272:							247.50
09/16	09/08/2016	98273	TechnoFlo Systems	10" McCrometer Well 3	16354	3,838.38	3,838.38
Total 98273:							3,838.38
09/16	09/08/2016	98274	U P S	Service Charges	V346	103.27	103.27
Total 98274:							103.27
09/16	09/08/2016	98275	VCA All-Care Animal Referral	Ty Vet Visit	389141432	330.12	330.12
Total 98275:							330.12
09/16	09/08/2016	98276	Walters Wholesale Electric Co.	Fire Station Materiials	S106049053.001	5,286.43	5,286.43
09/16	09/08/2016	98276	Walters Wholesale Electric Co.	Fire Station Materiials	S106049053.003	59.57	59.57
09/16	09/08/2016	98276	Walters Wholesale Electric Co.	Fire Station Materiials	S106054487.004	11.61	11.61
09/16	09/08/2016	98276	Walters Wholesale Electric Co.	Fire Station Materiials	S106105191.001	233.65	233.65
09/16	09/08/2016	98276	Walters Wholesale Electric Co.	Fire Station Materiials	S106132625.001	368.34	368.34
09/16	09/08/2016	98276	Walters Wholesale Electric Co.	Fire Station Materiials	S106138719.001	3,778.02	3,778.02
09/16	09/08/2016	98276	Walters Wholesale Electric Co.	Fire Station Materiials	S106138719.002	280.02	280.02
Total 98276:							10,017.64
09/16	09/08/2016	98277	Waste Management	Trash Service	3737662-2508-1	145.50	145.50
09/16	09/08/2016	98277	Waste Management	Trash Service	3737763-2508-7	400.22	400.22
Total 98277:							545.72
09/16	09/08/2016	98278	Wells Fargo Financial Leasing	Copier Lease	5003328654	1,470.56	1,470.56
09/16	09/08/2016	98278	Wells Fargo Financial Leasing	Copier Lease	5003328655	1,977.25	1,977.25

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 98278:							3,447.81
09/16	09/08/2016	98279	Witmer Public Safety Group,	Helmet, NFPA Hoods	E1498647	205.49	205.49
09/16	09/08/2016	98279	Witmer Public Safety Group,	Majestic PAC III Hood	E1498647.001	189.95	189.95
09/16	09/08/2016	98279	Witmer Public Safety Group,	Boots - Melendez	E1499394	267.98	267.98
09/16	09/08/2016	98279	Witmer Public Safety Group,	Boots Barragan	E1499555	132.98	132.98
Total 98279:							796.40
Grand Totals:							518,615.94

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/8/16

Interim

Interim Finance Director 

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

CITY COUNCIL

Meeting Date: September 13th, 2016

TO: City Council

FROM: Tom Weil, City Manager

SUBJECT: Second Reading Amending the Zoning Regulations Revising Language Pertaining to Permitted Uses in the Light Industrial (M1) Zone to Include Kennels

BACKGROUND:

The Planning Commission at their June 21st, 2016 meeting, conducted a public hearing to consider amending the Zoning Regulations revising language pertaining to permitted uses in the Light Industrial (M1) zone to include kennels. The City received a request for a kennel at the City's Municipal Airport in the Light Industrial (M1) Zone. Currently a kennel is a conditional use in all commercial and industrial zones. The Commission, after conducting a public hearing, feels that this change is an acceptable permitted use for the M1 zoning. The City Council conducted a public hearing on August 23rd, 2016 and approved the first reading of an ordinance amending Title 9 of the California City Municipal Code "Land Use and Development" in Article 21. M1 - Light Industrial District, Sec. 9-2.2101. Permitted Uses, under Item (b) to include Kennels.

RECOMMENDATION:

Give Second reading for the approval of the adoption of an ordinance amending Title 9 of the California City Municipal Code "Land Use and Development" in Article 21. M1 - Light Industrial District, Sec. 9-2.2101. Permitted Uses, under Item (b) to include Kennels.

SOURCE OF FUNDING: N/A

ENVIRONMENTAL ACTION:

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and is believed to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that it can be seen with certainty that there is no possibility that the proposed amendment to the Zoning Code will have a significant effect on the environment.

CC2.

ORDINANCE NO. 16-741

**AN ORDINANCE OF THE CITY COUNCIL OF CALIFORNIA CITY
AMENDING TITLE 9 OF THE CALIFORNIA CITY MUNICIPAL CODE
“LAND USE AND DEVELOPMENT”, CHAPTER 2 “ZONING,” ARTICLE
21 “M1 – LIGHT INDUSTRIAL DISTRICT,” SECTION 9-2.2101
“PERMITTED USES, SUBSECTION (b) TO ADD KENNELS AS A
PERMITTED USE**

WHEREAS, on August 23, 2016, the City Council of the City of California City, at a noticed public hearing considered and approved this Ordinance No. 16-741, amending the Zoning Regulations to add Kennels as a permitted use in the M1 Light Industrial Zone.

WHEREAS, pursuant to Ordinance No. 16-741, the City Council finds, determines, and declares:

- (1) Duly noticed public hearings were conducted by the City Council on August 23, 2016 to consider these matters; and
- (2) Notice of the June 21, 2016 Planning Commission hearing was given in compliance with Government Code Sec. 65090 and Sec. 65091; and
- (3) The project was reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that it can be seen with certainty that there is no possibility that the proposed amendment to the Zoning Code will have a significant effect on the environment; and
- (4) This amendment to the Zoning Regulations will promote the welfare of the community;
- (5) This amendment is consistent with the general plan.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of California City does find, determine, and declare:

- (1) That the findings of the City Council, as set forth in the Recitals herein, are true and correct and are incorporated herein as findings of the City Council.

(2) A duly noticed public hearing was conducted by the City Council on August 23, 2016, to consider these matters; and

(3) Notice of the August 23, 2016, public hearing was given in compliance with Government Code Sec. 65856.

(4) The project was reviewed by the City Council for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and is determined to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that it can be seen with certainty that there is no possibility that the proposed amendment to the Zoning Code will have a significant effect on the environment.

(5) The City Council considered the recommendation of the Planning Commission for amending the Zoning Regulations pertaining to adding Kennels as a permitted use in the M1 Light Industrial Zone under the following section:

SECTION 2. Subsection (b) of Section 9-2.2101 titled "Permitted Uses" of Article 21 titled "M1- Light Industrial District of Chapter 2 titled "Zoning" of Title 9 "Land Use and Development" of the California City Municipal Code is amended to add Kennels as a Permitted Use.

SECTION 3. Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 4: If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 5: This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and prior to the expiration of fifteen (15) days from its passage shall be published once in a newspaper of general circulation printed and published in the City of California City or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post in the office of the City Clerk a certified copy of this Ordinance together with the names and member of the City Council voting for and against the same.

Approved for introduction at a regular meeting on the 23rd day of August, 2016, by the following vote:

AYES: Gray, Smith, Warren, McGuire, Wood

NOES: None

ABSENT: None

ABSTAIN: None

PASSED, APPROVED AND ADOPTED on the 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM:

Denise Hilliker, City Clerk

Christian L. Bettenhausen, City Attorney

I HEREBY CERTIFY that the foregoing ordinance was duly passed and adopted by the City Council on the 13th day of September, 2016.

Denise Hilliker, City Clerk



City Council

Meeting Date: September 13th 2016

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Fire Station Lockers (Turnouts)

Background:

The new Fire Station is designed with a "Turnout" storage room in an effort to help prevent cross contamination and extend the life of the turnouts.

This room will need to be outfitted with storage. The attached option has been brought forward by staff and specifically selected to fit the room dimensions.

The Fire Chief finds this recommendation to be within the concept and design of the new facility and was an anticipated need. 15 lockers are being requested to allow all staff, including Seasonal Firefighters, storage for their Turnouts (PPE).

This purchase was anticipated and budgeted in the Fire Suppression budget for FY 16/17. The amount budgeted was \$4,500.00 and this request is below that amount.

Recommendation:

Council approves the purchase of Turnout racks (15 total).

Fiscal Impact:

\$3,737.98 (plus shipping) 19-4222-270 Building Operation & Maintenance

The interim finance director has reviewed the staff report and finds the recommendation to be within the budget constraints of the Department.

Prepared By: Jeff Armstrong, Fire Chief on 7/28/16

CC3.

Home > Equipment > Storage and Organization > Turnout and Gear Storage > Groves Inc.: Wall Mounted Red Rack

Groves Inc.: Wall Mounted Red Rack

0.0 [Be first to review](#) [QUESTIONS & ANSWERS](#)



↑
Typical Firehouse shown with one run of twelve compartments and one run of three compartments.



Ready Rack
by Groves

Product Code:
RRWM-2024

\$2437.99

PRODUCT SIZE: 24in

24in

PRODUCT VARIATION: 10 Compartments

- | | | |
|------------------------|-----------------|-----------------|
| 1 Compartments | 2 Compartments | 3 Compartments |
| 4 Compartments | 5 Compartments | 6 Compartments |
| 7 Compartments | 8 Compartments | 9 Compartments |
| 10 Compartments | 11 Compartments | 12 Compartments |
| 13 Compartments | 14 Compartments | 15 Compartments |
| 16 Compartments | 17 Compartments | 18 Compartments |
| 19 Compartments | 20 Compartments | 21 Compartments |
| 22 Compartments | 23 Compartments | 24 Compartments |
| 25 Compartments | | |

QUANTITY:

Product SKU: RRWM-10/24

Item Ships Directly from Manufacturer. Expected delivery in 3 weeks.

EMAIL [Get First Dibs on Sales & Specials](#)

WITMER PUBLIC SAFETY GROUP, INC.

104 Independence Way, Coatesville, PA 19320

Phone: (800) 852-6088 Fax: (888) 335-9800 sales@TheFireStore.com

© Witmer Public Safety Group, Inc. All Rights Reserved.



PAYMENT METHODS



CUSTOMER CARE

[\(800\)852-6088](#)
[Contact Us](#)
[Shipping Costs & Terms](#)
[Our Return Policy](#)
[FireBucks FAQ](#)
[Promotional Details](#)

COMPANY INFO

[About Us](#)
[Visit Our Showroom](#)
[Locations & Hours](#)
[Careers](#)
[Press](#)
[Terms & Conditions](#)
[Privacy Policy](#)

SERVICES

[Service Department](#)
[Find a Salesperson](#)
[Government Sales](#)
[Order Status](#)
[Wish List](#)
[Shopping List](#)
[Bulk Pricing](#)

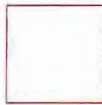
[Home](#) > [Equipment](#) > [Storage and Organization](#) > [Turnout and Gear Storage](#) > [Groves Inc.: Wall Mounted Red Rack](#)

Groves Inc.: Wall Mounted Red Rack

0.0 [Be first to review](#) [QUESTIONS & ANSWERS](#)



Typical Firehouse shown with one run of twelve compartments and one run of three compartments.



Ready Rack
by Groves

Product Code:
RRWM-2024

\$1269.99

PRODUCT SIZE: 24in

24in

PRODUCT VARIATION: 5 Compartments

- | | | |
|-----------------|-----------------------|-----------------|
| 1 Compartments | 2 Compartments | 3 Compartments |
| 4 Compartments | 5 Compartments | 6 Compartments |
| 7 Compartments | 8 Compartments | 9 Compartments |
| 10 Compartments | 11 Compartments | 12 Compartments |
| 13 Compartments | 14 Compartments | 15 Compartments |
| 16 Compartments | 17 Compartments | 18 Compartments |
| 19 Compartments | 20 Compartments | 21 Compartments |
| 22 Compartments | 23 Compartments | 24 Compartments |
| 25 Compartments | | |

QUANTITY:

Product SKU: RRWM-5/24

Item Ships Directly from Manufacturer. Expected delivery in 3 weeks.

EMAIL [Get First Dibs on Sales & Specials](#)

WITMER PUBLIC SAFETY GROUP, INC.

104 Independence Way, Coatesville, PA 19320

Phone: (800) 852-6088 Fax: (888) 335-9800 sales@TheFireStore.com

© Witmer Public Safety Group, Inc. All Rights Reserved.



PAYMENT METHODS



CUSTOMER CARE

(800) 852-6086
[Contact Us](#)
[Shipping Costs & Terms](#)
[Our Return Policy](#)
[FireBucks FAQ](#)
[Promotional Details](#)

COMPANY INFO

[About Us](#)
[Visit Our Showroom](#)
[Locations & Hours](#)
[Careers](#)
[Press](#)
[Terms & Conditions](#)
[Privacy Policy](#)

SERVICES

[Service Department](#)
[Find a Salesperson](#)
[Government Sales](#)
[Order Status](#)
[Wish List](#)
[Shopping List](#)
[Bulk Pricing](#)

Hello, Guest! [Login](#) [Register](#)0 Item(s)
\$0.00 [Check Out](#)[ORDER STATUS](#)[WISH LIST](#)[BULK PRICING](#)[Shop by Brand](#)[ALL CATEGORIES](#)[NEW PRODUCTS](#)[HELMETS](#)[BOOTS](#)[PPE](#)[FLASHLIGHTS](#)[APPAREL](#)[CUSTOM](#)[Home](#) > [Equipment](#) > [Storage and Organization](#) > [Turnout and Gear Storage](#) > [Groves: Gear Rack Nametag Label Holder](#)

Groves: Gear Rack Nametag Label Holder

0.0 [Be first to review](#) [QUESTIONS & ANSWERS](#)**Ready
Rack**
by GrovesProduct Code:
W-LAB**\$1.99**QUANTITY: **Product SKU: LAB**

Item Ships Directly from Manufacturer. Expected delivery in 1 week.

[ADD TO CART](#)[RESET](#)[Details](#)[Reviews](#)[Product Q&A](#)

Groves Inc. Gear Rack Nametag Lable Holder

EMAIL [Get First Dibs on Sales & Specials](#)

WITMER PUBLIC SAFETY GROUP, INC.

104 Independence Way, Coatesville, PA 19320

Phone: (800) 852-6088

Fax: (888) 335-9800

sales@TheFireStore.com

© Witmer Public Safety Group, Inc. All Rights Reserved.



PAYMENT METHODS

CUSTOMER CARE

[\(800\) 852-6088](#)[Contact Us](#)[Shipping Costs & Terms](#)[Our Return Policy](#)[FireBucks FAQ](#)[Promotional Details](#)

COMPANY INFO

[About Us](#)[Visit Our Showroom](#)[Locations & Hours](#)[Careers](#)[Press](#)[Terms & Conditions](#)[Privacy Policy](#)

SERVICES

[Service Department](#)[Find a Salesperson](#)[Government Sales](#)[Order Status](#)[Wish List](#)[Shopping List](#)[Bulk Pricing](#)



City Council

Meeting Date: September 13th 2016

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Fire Station Kitchen Appliances

Background:

After much research and visiting other Fire Stations and traveling to vendors to view available appliances, staff has selected the following appliances (brand and model) for the new Fire Station kitchen.

Viking was the original brand in the Station plan, but in an effort to reduce costs from the original \$30,000.00 cost, we explored other high quality residential brands that had comparable warranties. Samsung and LG both offer comparable warranties while ordering through Home Depot will allow us to purchase extended warranties and service plans. Those plans run between \$100-150 per appliance and cover the cost of labor after the period of time when the manufacturer will only cover parts.

LG was selected as the brand due to consistency with other appliances already purchased and due to features offered. We are requesting the purchase of:

- Gas range / oven (1)
- 36" commercial style hood, required per plans and code (1)
- Freezer / Refrigerator (3)
- Microwave, to be build into cabinets (1)
- Dishwasher (1)

The concept of 3 refrigerators has been discussed and was put in the original plan. The idea here is that 3 shifts shop together and often in bulk (Costco) for their food. "Left-overs" and bulk items take up space and limit the next shift from storage space. With the significant savings seen by going with cheaper options on appliances, we are still recommending and requesting the purchase of 3 refrigerator / freezer combination.

CC4.



Recommendation:

Council approves the purchasing of kitchen appliances from Home Depot plus the extended warranty / service plan offered.

Fiscal Impact:

\$ 7,463.30 from 19-4222-270 Building Operation & Maintenance

(Plus applicable extended Service plans)

- Equipment, Furnishings & Appliances for new Station were included in this line item for FY 16/17 budget.

The interim finance director has reviewed the staff report and finds the recommendation to be within the budget constraints of the Department.

Prepared By: Jeff Armstrong, Fire Chief on 8/30/2016

LG Electronics Model LSG4513ST Internet #206632066 Store SO SKU #1001665995

6.3 cu. ft. Gas Slide-In Range with ProBake Convection

★★★★★ (24)

Write a Review

Questions & Answers (21)



Was ~~\$2,299.00~~

Special Buy \$1,665.00

\$1,498.50 /each

Save \$800.50 (35%) through 09/14/2016

Rebates Available +
6 months* everyday financing available. Suggested Payments of \$250 per month. [Learn More](#)

- Enjoy even, professional-style cooking with ProBake Convection
- LG slide-in range create a seamless, built-in look
- Cook more and wait less with the power of UltraHeat burners

[Open Expanded View](#)

Click Image to Zoom

[Recommended Items](#)

[Product Overview](#)

[Specifications](#)

[Questions & Answers](#)

[Customer Reviews](#)

Product Overview

You and your guests know good taste is about more than big flavors. Thanks to LG's sleek Slide-In Gas Range with ProBake Convection, you won't just entertain -- you'll wow. LG ProBake Convection gives you the confidence of professional-style baking on every rack, every time. With its brushed stainless steel finish, integrated SmoothTouch glass controls and a streamlined design that fits flush with your counters, not only will you cook like a pro -- you'll look like one.

- LG ProBake Convection delivers even baking results on every rack, every time. Inspired by pro-style ranges, this new LG range moved the heating element from the bottom of the oven to the back wall for optimal heat distribution. Enjoy consistent browning on top and bottom -- with every cookie baked to perfection
- LG EasyClean brings you the fastest oven-cleaning feature yet. In 3 easy steps and 10 quick minutes your oven can be sparkling clean, without strong chemical fumes or high heat. Simply spray the oven interior with water, press EasyClean and then in 10 minutes, quickly wipe away any leftover grime. And you can still use the traditional self-clean cycle for the occasional deep clean
- With a depth that lines up with standard kitchen countertops, this LG slide-in gas range offers a streamlined custom appearance that enhances every kitchen decor and offers a sleek, built-in look
- Bring on your oversized roasts, your 24-pound-plus turkeys, your cavalcade of side dishes. If you can dream it, this huge 6.3 cu. ft. capacity oven can match your menu stride for stride. With this large-capacity oven, you can conquer huge meals with room to spare

Home Services

DIY Projects & Ideas ▾


Credit Services

Pro Xtra


Store Finder


Order Status

Local Ad

 Products and Services

What can we help you find?

 Your Store
Riverside

 Sign in or Register



Model 597-RD-36 Internet #206922119

ZLINE 36 in. 1200 CFM Remote Dual Blower Wall Mount Range Hood in Stainless Steel

[Write the first Review](#) [Questions & Answers \(1\)](#)



\$948.00 /each

6 months* everyday financing available. Suggested Payments of **\$158** per month. [Learn More](#)

Product Not Sold In Stores

[Open Expanded View](#)

[Click Image to Zoom](#)



[Related Items](#)

[Product Overview](#)

[Specifications](#)

[Recommended Items](#)

[Questions & Answers](#)

[Customer Reviews](#)

Product Overview

ZLINE 36 in. Remote Blower Wall Mounted Range Hood is part of our Professional Series and is one of our best-selling models. With a powerful, 1200 CFM dual motor remotely installed in the interior of your home, this unit will quietly, yet efficiently move large amounts of air away from your cook stove area. A sleek, stainless steel surface and an updated modern design, with 4 speed fan control and dishwasher-safe baffle filters, makes this the perfect addition to your home. Comes with everything you need for easy installation. With factory-tested assurance of performance, this wall mounted range hood will be reliable for years to come. Includes a free LED light upgrade.

- Blower is remotely installed to provide, quiet, powerful, external venting
- Ceiling height from 7.5 ft. to 12 ft.
- T95 Dual Motor Remote Blower provides up to 1200 CFM (cubic feet per minute) venting with 4 speed fan
- 19-Gauge #430 Brushed Stainless Steel

Home Services

DIY Projects & Ideas

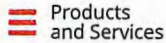
Credit Services

Pro Xtra

Store Finder

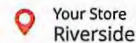
Order Status

Local Ad



Products
and Services

What can we help you find?



Your Store
Riverside



Sign in
or Register



LG Electronics Model LSXS26326S Internet #205343862 Store SO SKU #1000716595

36 in. W 26.16 cu. ft. Side by Side Refrigerator in Stainless Steel

★★★★★ (86) [Write a Review](#) [Questions & Answers \(44\)](#)



[Open Expanded View](#)

[Click Image to Zoom](#)

Was \$1,499.00

\$1,349.10 /each

Save \$149.90 (10%) through 09/14/2016

Price includes 10% off Appliances Offer discounts. While supplies last.

Rebates Available +

Up to 24 months* financing 9/1/16 - 9/7/16. Suggested Payments of \$75 per month.* [Learn More](#)

- 17 cu. ft. of fridge space and 9.2 cu. ft. of freezer space
- Adjustable shelving offers customizable organization
- Effective temperature management for optimal efficiency

[Related Items](#)

[Product Overview](#)

[Specifications](#)

[Recommended Items](#)

[Questions & Answers](#)

[Customer Reviews](#)

Product Overview

With a generous 26.2 cu. ft., this Side-By-Side refrigerator provides customizable capacity for even more ways to use your space. With adjustable, slide-out shelving, gallon-size door bins and multiple drawers, our side-by-side refrigerators give you incredible organization, so you can find just what you need in a snap. Plus, they come with sophisticated LG styling and features like SpacePlus Ice System, IcePlus, an intuitive LED display, contoured doors, and Digital Temperature Controls to help keep your food fresher than ever.

- Meets the minimum federal energy efficiency standards
- A convenient water and ice dispenser keeps ice and water close at hand, saving you from opening the door every time you want water or ice. Keeping the door closed means the temperature inside stays more consistent, saving you money and helping keep your food fresh
- The LG SpacePlus Ice System is on the inside door, freeing up valuable space in the fresh food shelf compartments. More space means you can store more food
- LT800PC water filter reduces impurities from household water, giving you filtered water for up to 6 months
- Smart Cooling system is designed to maintain superior conditions within the refrigerator. The linear compressor reacts quickly to temperature fluctuations and helps keep food fresher, longer. Meanwhile, strategically-placed vents in every section help to surround your food with cool air no matter where you put it

[Home Services](#)

[DIY Projects & Ideas](#) ▾

[Credit Services](#)

[Pro Xtra](#)

[Store Finder](#)

[Order Status](#)

[Local Ad](#)



[Products and Services](#)

What can we help you find?



[Your Store](#)
Riverside



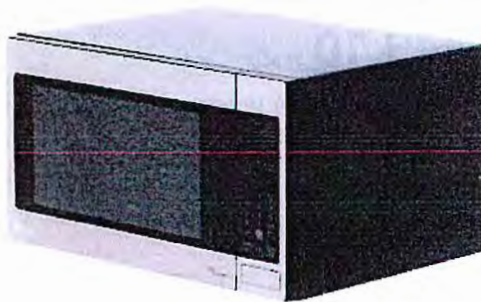
[Sign in or Register](#)



LG Electronics Model LCRT2010ST Internet #202767446 Store SKU #394004

2.0 cu. ft. Countertop Microwave in Stainless Steel, Built-In Capable with Sensor Cooking

★★★★★ (739) [Write a Review](#) [Questions & Answers \(78\)](#)



Was \$199.00

\$158.00 /each

Save \$41.00 (21%)

- TrueCookPlus cooks your food perfectly every time
- Sensor Cooking, when food is done it automatically turns off
- EasyClean cleans your oven in 20 minutes with minimal effort

In Stock At Your Selected Store

Riverside #6619
Riverside, CA 92504

2 In Stock
Aisle 30, Bay 002
[Text Product Location](#)

[Open Expanded View](#)

[Click Image to Zoom](#)

[Related Items](#)

[Product Overview](#)

[Specifications](#)

[Recommended Items](#)

[Questions & Answers](#)

[Customer Reviews](#)

Frequently Bought Together



+



+



Price for all three:

\$339.28

[Add To Cart](#)

This item: 2.0 cu. ft. Countertop Microwave in Stainless Steel, Built-In Capable with Sensor Cooking ~~\$199.00~~ **\$158.00**

Magic Chef Vissani 4.3 cu. ft. Mini Refrigerator in Stainless Steel ~~\$229.00~~ **\$178.00**

ZEP 32 oz. Professional Sprayer ~~\$3.78~~ **\$3.28**

Home Services

DIY Projects & Ideas ▾

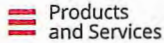
Credit Services

Pro Xtra

Store Finder

Order Status

Local Ad



Products
and Services

What can we help you find?



Your Store
Riverside



Sign in
or Register



LG Electronics Model LDS5774ST Internet #205518327 Store SO SKU #1000961568

Front Control Dishwasher with 3rd Rack in Stainless Steel with Stainless Steel Tub



(26)

[Write a Review](#)

[Questions & Answers \(4\)](#)



[Open Expanded View](#)

[Click Image to Zoom](#)

Was \$899.00

\$809.10 /each

Save \$89.90 (10%) through 09/14/2016

Price includes 10% off Appliances Offer discounts. While supplies last.

Plus, up to \$50 in Rebates +

6 months* everyday financing available. Suggested Payments of \$135 per month. [Learn More](#)

- EasyRack can shift to handle any challenge your dishes can serve
- 7 Cycles
- Fit up to 15 place-settings of dishes

[Recommended Items](#)

[Product Overview](#)

[Specifications](#)

[Questions & Answers](#)

[Customer Reviews](#)

Product Overview

Now you can handle anything your dishes serve up. Our EasyRack Plus with Height Adjustable 3rd Rack features convenient innovations like adjustable tines, flip-up stemware racks and a unique utensil basket. Plus, it's equipped with our LoDecibel operation for a quiet clean. Your dirty dishes can run, but they sure can't hide.

- Front control panel, LG's sleek controls make it easy to select the settings you want, while the LED display provides every detail at a glance
- LG's technological advances, like the Inverter DirectDrive motor and the advanced self-cleaning filtration system, were designed with quiet in mind. At 44 dBA, this dishwasher is the quietest dishwasher among leading brands in its class
- The LG tall tub dishwasher design provides a generously sized interior to accommodate up to 15 place settings in a variety of sizes
- SenseClean Wash system - A sensor measures the level of soil in the water and then automatically adjusts the cycle for precise cleaning performances while optimizing water and energy consumption
- Energy Star qualified to meet or exceed federal guidelines for energy efficiency for year-round energy and money savings
- Stainless steel tub gives a premium look and resists corrosion, with the help of LG's Hybrid Condensing Drying system that circulates air



City Council

Meeting Date: September 13th 2016

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Dignity Health Education Affiliation Agreement

Background:

Fire Department staff members have the opportunity, through a recent relationship developed, to increase their Paramedic training and exposure to patient care through "clinical" time in a local hospital. The focus of our training has always been firefighting with a minimal number of hours spent on Medical and the required recertifications.

Medical Incidents, being over 70% of what we run, I believe enhancing our Paramedic's experience and training is important. Many skills are not performed often since we are Engine Company based (Assessment Engines) and do not transport. Our time with patients, spent on treatment and assessments is often under 10 minutes and doesn't allow for follow-ups or witnessed treatment outcome.

The attached agreement was sent to us by Dignity Health and needs to be reviewed by City Legal. Scheduling of staff's training will be handled by the Training Officer in coordination with Dignity Health and done in a way to not create overtime.

Recommendation:

Council approves the Agreement with Dignity Health and authorized the City Manager and Fire Chief to enter into the Education Affiliation Agreement.

Fiscal Impact:

N/A

The finance director has reviewed the staff report and finds the recommendation to be within the budget constraints of the Department.

Prepared By: Jeff Armstrong, Fire Chief on 8/30/2016

CC5.

FOR DISCUSSION PURPOSES ONLY

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement is made and entered into by and between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health") doing business as _____ ("Hospital") and _____ ("Entity").

RECITALS

A. Dignity Health owns and operates acute care hospitals and ancillary facilities, including Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I General Information

1. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

FOR DISCUSSION PURPOSES ONLY

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will be accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A, which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

ARTICLE II Non-Discrimination

2. Neither Entity nor Hospital shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE III Responsibilities of Entity

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or in a form or format acceptable to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital and for at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable request and notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required of

FOR DISCUSSION PURPOSES ONLY

Entity by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health risk. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity shall ensure that all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and the Student's compliance with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

FOR DISCUSSION PURPOSES ONLY

3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;

3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;

3.9.6 Maintain the confidentiality of patient information;

3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease; and

3.9.8 Comply with the standards, terms, and conditions of this Agreement, including but not limited to Articles IX, X, and XI.

3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.

3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.

3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their field training and responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that neither Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

FOR DISCUSSION PURPOSES ONLY

3.15 Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital and will continue to do so every month thereafter, and upon request shall provide proof to Hospital that neither Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that neither Entity, nor any of Entity's employees, Students, agents, or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement.

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has engaged an independent entity to conduct a background screening as required hereunder, and that each Student has successfully completed a criminal background check in accordance with the Dignity Health standards set forth in Exhibit E-1, background screening scoring guidelines. The background screening shall include (at a minimum) a state and county criminal history investigation where the Student resides and where the Hospital is located ("Background Information") a search of the National Sex Offender Registry ("Registry"). Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E-1. Entity shall provide Hospital with an executed original of Exhibit E, attached hereto, prior to any Student's participation in the Program. For Students under the age of eighteen (18) years, Entity shall secure at least one (1) recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) and forward same to the Hospital prior to the Student beginning training at the Hospital.

ARTICLE IV

Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The hospital coordinator at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's

FOR DISCUSSION PURPOSES ONLY

performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V Independent Contractors

5. Entity and Students are and shall at all times be independent contractors with respect to Hospital in the performance of their obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Hospital and Entity or Students. Neither Entity nor Students shall hold themselves out as an officer, agent, or employee of Hospital or incur any contractual or financial obligation on behalf of Hospital, without Hospital's prior written consent. In the event that a determination is made for any reason that an independent contractor relationship does not exist between Hospital and Entity or Student, Hospital may terminate this Agreement immediately upon written notice to Entity.

ARTICLE VI Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicle and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate, and shall name Dignity Health and Hospital as additional insureds, if permissible by insurer. Such insurance will cover Entity, its faculty and Students. Entity further agrees that it shall maintain "continuous coverage," as defined by this Section, for the entire relevant term. The relevant term shall commence with the effective date of this Agreement and shall continue through the effective term of this Agreement, as well as any extensions or renewals hereof, and for a period thereafter of no less than five (5) years after the termination of this Agreement. In order to maintain continuous coverage for the entire relevant term, Entity agrees that, if it changes insurers for any reason, it will provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. It is understood and agreed that, in order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which

FOR DISCUSSION PURPOSES ONLY

would extend the discovery period beyond the last effective day of the last contract between the parties for a period of five (5) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant period noted above.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate, and shall name Dignity Health and Hospital as additional insureds, if permissible by insurer. In the event that professional liability policy is a claims made policy, Student shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care. Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.4 Entity shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Dignity Health Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Indemnification

7. Entity hereby agrees to defend, indemnify and hold harmless Dignity Health, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, agents or its employees in connection with or arising out of the acts or omissions in

FOR DISCUSSION PURPOSES ONLY

services performed under this Agreement or any breach or default in performance of any of Entity's obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII Term of Agreement

8. This Agreement is for a term of one (1) year commencing on _____, 2016, and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

ARTICLE IX Compliance with Laws and Standards of Conduct

9.1 Entity shall comply, and shall require its Students to comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. Entity further represents and warrants that Entity and Students shall comply with the Joint Commission ("JC") standards that apply to Hospital.

9.2 Entity shall comply, and shall require its Students to comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of

FOR DISCUSSION PURPOSES ONLY

Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.4 HIPAA Compliance.

9.4.1 Entity and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). Entity agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

9.4.2 At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

9.4.3 If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

9.4.4 Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by Entity.

9.4.5 The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Dignity Health Standards of Conduct (the "Standards of Conduct"), a copy of which is available from Hospital's administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or

FOR DISCUSSION PURPOSES ONLY

the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

ARTICLE X Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI Ethical and Religious Directives / Statement of Common Values

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to [the Ethical and Religious Directives for Catholic Health Facilities as promulgated from time to time by the National Conference of Catholic Bishops and as adopted by the Local Ordinary, as well as the policies and procedures established by Dignity Health and its Sponsoring Congregations (collectively, the "Ethical Directives")] [(use the following for non-catholic hospitals) Statement of Common Values for Community Sponsorship, as approved by Dignity Health (the "Statement")] a copy of which is attached hereto as Exhibit D. If compliance by the Students with the [Ethical Directives] [Statement] conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII General Provisions

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

FOR DISCUSSION PURPOSES ONLY

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

FOR DISCUSSION PURPOSES ONLY

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:

Att: President/CEO

Copy to:

Dignity Health
251 South Lake Avenue, 7th Floor
Pasadena, CA 91101-4842
Att: General Counsel

If directed to Entity:

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and

FOR DISCUSSION PURPOSES ONLY

shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

12.10 Severability. In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

12.11 Attorneys' Fees. If any Party or Parties bring an action or proceeding arising out of or relating to this Agreement, the non-prevailing Party or Parties shall pay to the prevailing Party or Parties reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants.

12.12 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

12.13 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

12.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

12.15 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

SIGNATURE PAGE FOLLOWS

FOR DISCUSSION PURPOSES ONLY

SIGNATURE PAGE TO EDUCATION AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

Dignity Health, a California nonprofit public benefit corporation doing business as

Date: _____, 2015

By: _____

Its: _____

ENTITY:

Date: _____, 2015

By: _____

Its: _____

FOR DISCUSSION PURPOSES ONLY

EXHIBIT A

1. Program Specialty:
2. Length of Field Training:
3. Maximum Number of Students at Any One Time:
4. Educational Objectives Set by Entity: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name:

FOR DISCUSSION PURPOSES ONLY

EXHIBIT B

Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate
Company:

Health Certifications (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- ☐ (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- ☐ (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- ☐ (c) Documented history of varicella exposure or positive varicella immune titer;
- ☐ (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard;
- ☐ (e) Evidence of current (within the past ten years) tetanus toxoid; and
- ☐ (f) Proof of flu vaccination within six (6) months prior to the first day of any Student beginning his or her field experience at the Hospital, or written documentation of the Student declining the flu vaccination.

☐ **Check here if the Student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.**

FOR DISCUSSION PURPOSES ONLY

EXHIBIT C

Student Confidentiality Statement

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or healthcare activities at Hospital is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Hospital.

The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital.

Conversations between physicians, nurses and other healthcare professionals in the setting of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed.

The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, base station reports, W and I Code 5150 applications, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results.

The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the individual's relationship with the Hospital based upon a single breach of confidentiality by him or her.

Date: _____

Student

Date: _____

Entity Supervisor

FOR DISCUSSION PURPOSES ONLY

EXHIBIT D

Ethical and Religious Directives / Statement of Common Values

See attached.

FOR DISCUSSION PURPOSES ONLY

EXHIBIT E

Joint Commission Requirement Criminal Background Verification

In 2004 the Joint Commission ("JC") implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this Agreement, it is the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on this Exhibit E acknowledges the Entity's obligation to comply with this new standard and with its the responsibilities as defined in the Agreement. Entity agrees to comply with this standard for all Students and Entity employees and agents participating in this Program. Please sign and date this Exhibit E, and return Exhibit E with the signed Agreement to:

Hospital : _____
Attention : _____
Address : _____

Thank you.

Entity : _____

Name : _____

Title : _____

Signature: _____

Date : _____

FOR DISCUSSION PURPOSES ONLY

EXHIBIT E-1

Background Screening Assessment Guidelines for Criminal Histories and Credit Histories

Definitions

- Non-Conviction: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - o Passing: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - o Disqualifying: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - o Provisional: Any active or pending case.
- Passing Disposition: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Disqualifying Disposition: Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld that has **not** led to the case being dismissed or expunged).

Pass

The following results shall not be considered Disqualifying. Assess the following results as "Pass":

- Any Misdemeanor or Felony with a Passing Disposition.
- Any Misdemeanor (or lower) for a traffic violation (DUI and driving without a license are not considered traffic violations).
- For California : Any Misdemeanor or Felony with a disposition date older than 7 years.
- For California : Any Misdemeanor Marijuana offense over two years old.
- For Nevada facilities and system offices: Any Misdemeanor or Felony with a disposition date older than 7 years, with the exception of any of the following crimes with a Disqualifying Disposition: murder; voluntary manslaughter; mayhem; assault or battery with intent to kill or to commit sexual assault or mayhem; sexual assault; statutory sexual seduction; incest; lewdness or indecent exposure; any other sexually related crime that is punished as a felony; a crime involving domestic violence that is punished as felony; abuse or neglect of a child or contributory delinquency; abuse, neglect exploitation or isolation of older persons or vulnerable persons; any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon.

Provisional

The following results are potentially Disqualifying, and are thus designated "Provisional" pending further individualized assessment and evaluation. Applicants with a "Provisional" record may be approved for hire by the head of Human Resources for the Dignity Health facility or system office. The head of Human Resources shall consult with Dignity Health legal counsel in making such decisions when appropriate.

The following results shall be considered "Provisional":

- Any Misdemeanor or Felony case that is currently active or pending.
- For Nevada: Any one of the crimes specifically enumerated above with a Disqualifying disposition.
- Any Misdemeanor with a Disqualifying Disposition greater than 2 years*, but less than 7 years.
- Any outstanding warrants.
- Any bankruptcy within the last 10 years or tax liens
- More than 5 accounts past due or more than 2 accounts in collections within the last 7 years where the balance owing exceeds \$5,000.
- Any SSN Trace where the SSN was reported as used in a Death Benefits Claim.
- Any other finding determined to be significant enough for further review and an individualized assessment.

Disqualifying

The following conditions will generally disqualify a candidate unless in the course of the individualized assessment it is determined that there are significant mitigating factors or other compelling information:

- Any Felony with a Disqualifying Disposition within the last 7 years.
- Any Misdemeanor with a Disqualifying Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

CITY COUNCIL

September 13, 2016

Consent Agenda Item

TO: Chairman / Mayor and Directors / City Council

FROM: William T. Weil, Executive Director / City Manager

SUBJECT: Accept transfer of Land Title of Lots 1, 2, 3 and 4 of Tract No. 5988 from California City Successor Agency to the City of California City.

.....

Background:

The City of California City Successor Agency wishes to transfer land title of the following real property situated in the City of California City, County of Kern, State of California, APN: 302-510-01; 302-510-02; 302-510-03 and 302-510-04.

More particularly described as follows:

Lot 1, 2, 3 and 4 of Tract 5988 in the City of California City, County of Kern, State of California as per Document No. 202012520 Recorded January 25, 2002 in Book 48, Page 8 of Maps in the Office of the County Recorder of said County.

RECOMMENDATION:

A motion to accept transfer of land title of Lots 1, 2, 3 and 4 of Tract No. 5988 from California City Successor Agency to the City of California City, authorize the Mayor to execute the Certificate of Acceptance and recordation of the Grant Deeds.

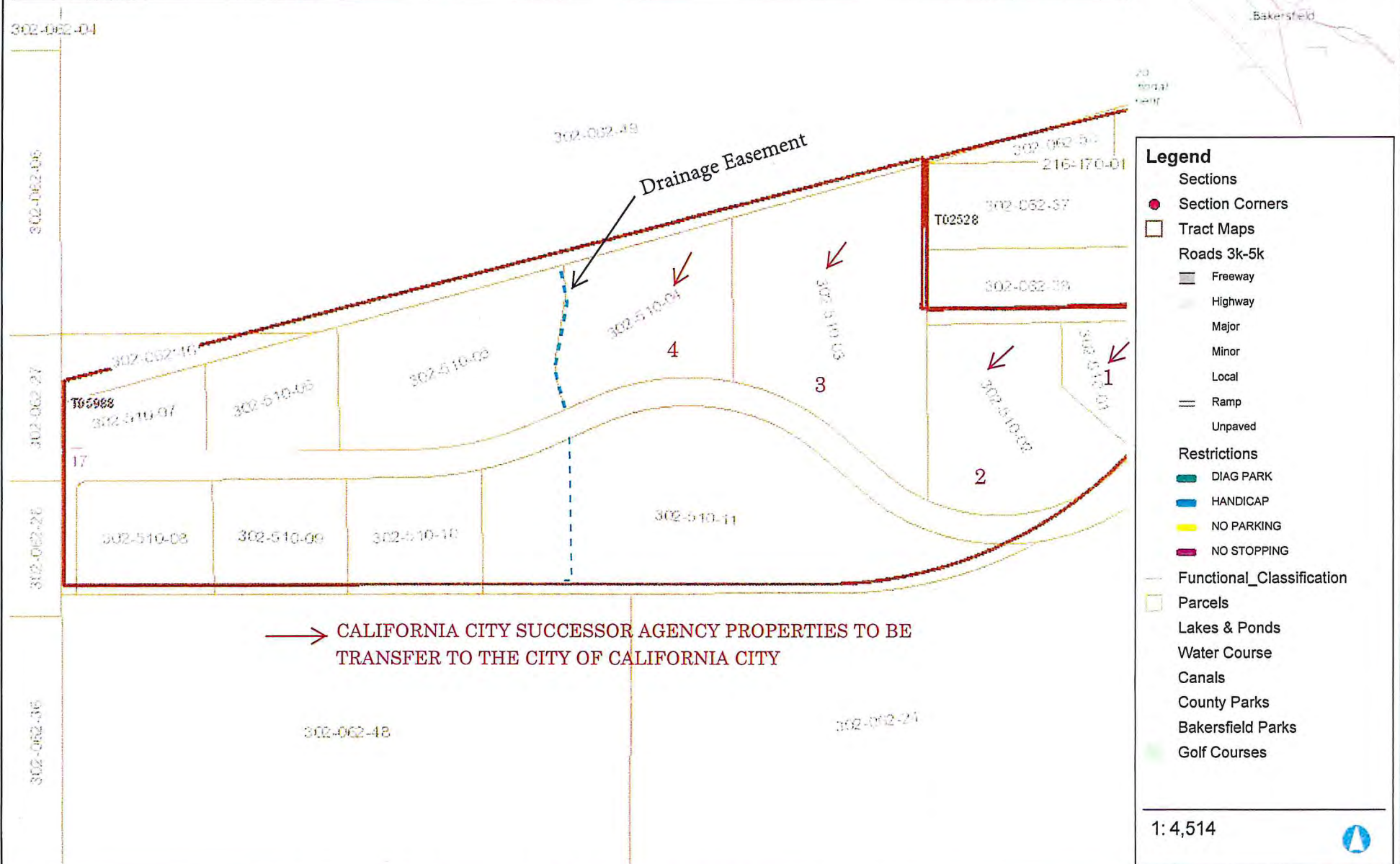
FISCAL IMPACT:

None

ENVIRONMENTAL ACTION:

N/A

CCG.

**Tract 5988**

0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for general reference only. The County of Kern assumes no liability for damages, incurred by the user of this information, which occur directly or indirectly as a result of errors, omissions or discrepancies in the information.

Notes

Add notes here

RECORDING REQUESTED BY, FOR THE
BENEFIT OF, AND WHEN RECORDED
MAIL TO:

CITY CLERK
CITY OF CALIFORNIA CITY
21000 Hacienda Blvd.
California City, CA 93505

EXEMPT FROM DOCUMENTARY TRANSFER TAX
APN: 302-510-01

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I (We)

CALIFORNIA CITY SUCCESSOR AGENCY, a Public Agency

Hereinafter called "**GRANTOR**", hereby remise, release, and grant to

CITY OF CALIFORNIA CITY, a Public Agency

Hereinafter called "**GRANTEE**", the following real property situated in the _____
City of California City, County of Kern, State of California, more particularly
described as follows:

*Lot 1 of Tract 5988 in the City of California City, County of Kern, State of California as per
Document No. 202012520 Recorded January 25, 2002 in Book 48, Page 8 of Maps in the Office of
The County Recorder of said County.*

The above described parcel contains 87,190 square feet, approximate (2 Acres) more or less.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this _____ day of _____
_____, 2016.

GRANTOR: CALIFORNIA CITY SUCCESSOR AGENCY

By _____

Jennifer Wood

Chairperson- California City Successor Agency

STATE OF CALIFORNIA
COUNTY OF KERN

On _____ before me, _____,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXEMPT FROM TAX STATEMENTS

CERTIFICATE OF ACCEPTANCE

This is to certify that on the ____ day of _____, 2016, at a regularly scheduled City Council Meeting, the City of California City consented to the making of this Grant Deed and the recordation thereof.

Jennifer Wood
Mayor, City of California City

Attest

Denise Hilliker
City Clerk, City of California City

RECORDING REQUESTED BY, FOR THE
BENEFIT OF, AND WHEN RECORDED
MAIL TO:

CITY CLERK
CITY OF CALIFORNIA CITY
21000 Hacienda Blvd.
California City, CA 93505

EXEMPT FROM DOCUMENTARY TRANSFER TAX
APN: 302-510-02

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I (We)

CALIFORNIA CITY SUCCESSOR AGENCY, a Public Agency

Hereinafter called "**GRANTOR**", hereby remise, release, and grant to

CITY OF CALIFORNIA CITY, a Public Agency

Hereinafter called "**GRANTEE**", the following real property situated in the _____
City of California City, County of Kern, State of California, more particularly
described as follows:

*Lot 2 of Tract 5988 in the City of California City, County of Kern, State of California as per
Document No. 202012520 Recorded January 25, 2002 in Book 48, Page 8 of Maps in the Office of
The County Recorder of said County.*

The above described parcel contains 166,849 square feet, approximate (3.83 Acres) more or less.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this _____ day of _____
_____, 2016.

GRANTOR: CALIFORNIA CITY SUCCESSOR AGENCY

By _____
Jennifer Wood
Chairperson- California City Successor Agency

STATE OF CALIFORNIA
COUNTY OF KERN

On _____ before me, _____,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXEMPT FROM TAX STATEMENTS

CERTIFICATE OF ACCEPTANCE

This is to certify that on the ____ day of _____, 2016, at a regularly scheduled City Council Meeting, the City of California City consented to the making of this Grant Deed and the recordation thereof.

Jennifer Wood
Mayor, City of California City

Attest

Denise Hilliker
City Clerk, City of California City

RECORDING REQUESTED BY, FOR THE
BENEFIT OF, AND WHEN RECORDED
MAIL TO:

CITY CLERK
CITY OF CALIFORNIA CITY
21000 Hacienda Blvd.
California City, CA 93505

EXEMPT FROM DOCUMENTARY TRANSFER TAX
APN: 302-510-03

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I (We)

CALIFORNIA CITY SUCCESSOR AGENCY, a Public Agency

Hereinafter called "**GRANTOR**", hereby remise, release, and grant to

CITY OF CALIFORNIA CITY, a Public Agency

Hereinafter called "**GRANTEE**", the following real property situated in the _____
City of California City, County of Kern, State of California, more particularly
described as follows:

*Lot 3 of Tract 5988 in the City of California City, County of Kern, State of California as per
Document No. 202012520 Recorded January 25, 2002 in Book 48, Page 8 of Maps in the Office of
The County Recorder of said County.*

The above described parcel contains 250,334 square feet, approximate (5.75 Acres) more or less.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this _____ day of _____
_____, 2016.

GRANTOR: CALIFORNIA CITY SUCCESSOR AGENCY

By _____
Jennifer Wood
Chairperson- California City Successor Agency

STATE OF CALIFORNIA
COUNTY OF KERN

On _____ before me, _____,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXEMPT FROM TAX STATEMENTS

CERTIFICATE OF ACCEPTANCE

This is to certify that on the ____ day of _____, 2016, at a regularly scheduled City Council Meeting, the City of California City consented to the making of this Grant Deed and the recordation thereof.

Jennifer Wood
Mayor, City of California City

Attest

Denise Hilliker
City Clerk, City of California City

RECORDING REQUESTED BY, FOR THE
BENEFIT OF, AND WHEN RECORDED
MAIL TO:

CITY CLERK
CITY OF CALIFORNIA CITY
21000 Hacienda Blvd.
California City, CA 93505

EXEMPT FROM DOCUMENTARY TRANSFER TAX
APN: 302-510-04

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I (We)

CALIFORNIA CITY SUCCESSOR AGENCY, a Public Agency

Hereinafter called "**GRANTOR**", hereby remise, release, and grant to

CITY OF CALIFORNIA CITY, a Public Agency

Hereinafter called "**GRANTEE**", the following real property situated in the _____
City of California City, County of Kern, State of California, more particularly
described as follows:

*Lot 4 of Tract 5988 in the City of California City, County of Kern, State of California as per
Document No. 202012520 Recorded January 25, 2002 in Book 48, Page 8 of Maps in the Office of
The County Recorder of said County.*

The above described parcel contains 135,293 square feet, approximate (3.11 Acres) more or less.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this _____ day of _____
_____, 2016.

GRANTOR: CALIFORNIA CITY SUCCESSOR AGENCY

By _____
Jennifer Wood
Chairperson- California City Successor Agency

STATE OF CALIFORNIA
COUNTY OF KERN

On _____ before me, _____,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXEMPT FROM TAX STATEMENTS

CERTIFICATE OF ACCEPTANCE

This is to certify that on the ____ day of _____, 2016, at a regularly scheduled City Council Meeting, the City of California City consented to the making of this Grant Deed and the recordation thereof.

Jennifer Wood
Mayor, City of California City

Attest

Denise Hilliker
City Clerk, City of California City

City Council

Meeting Date: September 13th, 2016

TO: Mayor and Council

FROM: City Manager and City Attorney

Subject: Council Appointment

Background: Councilman Gray recently resigned his position on the California City Council due to an out of state employment reassignment. There are still two years left in his term of office. Vacancies on the council need to be filled pursuant to the requirements of California Government Code 36512(b). In order to avoid the cost of holding a special election, the City Council has decided to fill the vacant seat by appointment as authorized by law. At its last meeting, the City Council invited interested residents to submit resumes, and to attend tonight's meeting to make a brief presentation.

Resumes were submitted, and have been delivered to the City Council for their review. Tonight each applicant will be given 3 minutes to present to the City Council and the public, their thoughts as to why they should be appointed to the vacant position. Under Government Code 36512(b) the council has discretion in deciding who they will appoint, so long as the person meets the general requirements for councilmembers. Once made, the appointment would be effective immediately following the vote.

Recommendation:

Council will hear presentations. The council will then discuss, and make an appointment to fill the Council vacancy for the remaining two year term..

Fiscal Impact: N/A

The Interim Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department

Environmental Impact: None

CB1.

ERMA J. MARTIN

August 23, 2016

It is with great passion and enthusiasm that I respectfully submit my application to serve as a Council Member on the California City Council. The California City Council has worked tirelessly over the years to bring changes and improvements to California City. My interest in serving the council stems from my passion in working with numerous groups to improve California City's way of life.

I have over 15 years of experience working with numerous sectors to promote and advance services, programs and policies that build and support the creation of a stable City. I have experience in bringing together multi-sector partners and voices from the community to promote improvements throughout California City and Kern County. I have served as California City Economic Development President, Mojave Chamber of Commerce Treasurer, and was an active member on the Citizen Advisory Board. Those that have worked with me over the years can attest to both my passion and involvement in public policy issues, advocacy and collaboration.

Through my experience serving on multiple boards and committees over the last 15 years, I have gained insight and a deep understanding of how to bridge philanthropy, social services, community organizations and public policy. As a potential a new council member, I look forward to working with the City's Leadership to help build an even more improved California City.

JUAN CARLOS GOMEZ

9685 Denhart Ave. • California City, CA 93505 • jcgomez@gmail.com • 661-902-7169

August 23, 2016

Madame Mayor, Council and Staff
City of California City
21000 Hacienda Bl.
California City, CA 93505

Selection Committee:

It is a pleasure to contact you about the future vacant city council seat currently held by Councilman James Gray. With my solid education and years of experience in leadership and hands-on positions, I believe that I will be a diligent, tenacious and results-oriented member of our city council.

During my career, I have revitalized faltering businesses, streamlined operations, seized new markets and dramatically increased revenue. In addition, I have developed strong, efficient organizations that thrive on teamwork and success.

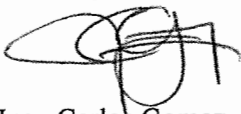
Currently, I am interested in the opportunity to apply my proven skills and tireless work ethic in a manner that influences our community and contributes to positive change.

Please review my enclosed profile for a summary of my qualifications and achievements. You will notice that I am well-trained in political management and marketing, and I possess 20+ years of high-impact work experience that has provided me with knowledge, expertise and motivation to help accomplish our short- and long-range vision and goals.

I am honored to be part of a list of candidates in consideration for this future open seat. My contact information is listed above should you have any additional questions for me.

Let me thank you in advance for your kind consideration.

Sincerely,



Juan Carlos Gomez

Enclosure

JUAN CARLOS GOMEZ

9685 Denhart Ave. • California City, CA 93505 • jcgomez@gmail.com • 661-902-7169

MANAGEMENT PROFILE

Team Building & Leadership / Public & Community Relations

Training in Political Management & Marketing

Charismatic and hard-working professional with a talent for building and inspiring teams to meet challenges and achieve ambitious goals. Uncommon background combines education in political management and marketing with 25+ years of experience in sales and management roles. Dedicated to making a positive difference through political advocacy, public relations and outreach. Technical skills include Windows, Microsoft Office Suite, QuickBooks and other applications. Bilingual in English and Spanish.

Core competencies and strengths:

- Staffing & Supervision
- Training, Coaching & Development
- Marketing & Public Relations
- Strategic Planning & Implementation
- High-profile Communications
- Financial Accountability
- Performance Tracking & Trend Analysis
- Process Redesign & Improvement
- Policy Interpretation
- Fast & Effective Problem Solving

EDUCATIONAL BACKGROUND

THE GEORGE WASHINGTON UNIVERSITY, Washington, DC

Master of Professional Studies (MPS) in Political Management (2012) ~ GPA 3.78

CALIFORNIA STATE UNIVERSITY, Bakersfield, CA

Bachelor of Arts (BA) in Political Science with Minor in Marketing (2002)

PROFESSIONAL EXPERIENCE

SHARPER LANDSCAPING SERVICES, California City, CA

DIRECTOR OF OPERATIONS (2/2009 to Present)

Restructured and revitalized business from the ground up to drive profitability, ensure stability and inspire growth. Directed daily sales and marketing operations. Secured revenue-generating opportunities through skillful business development. Hired, trained and mentored employees. Provided disciplined and accessible leadership for top performance and morale. Tracked and analyzed performance.

Selected accomplishments:

- Restored underperforming operation into a lean, profitable business with a culture that thrived on teamwork, accountability and organizational success.
- Quadrupled revenue in two years by reviving company's image in the community and launching high-impact marketing programs.
- Identified and dramatically reduced inefficiencies by reviewing case studies and training employees in the tactics utilized by major organizations such as McDonald's, Starbucks and Toyota.
- Cultivated relationships and sustained open lines of communication with government officials, vendors, insurance providers and commercial/residential customers.
- Selected as the company's Responsible Managing Officer (RMO) in June '09.

...continued...

*Professional Experience Continued***SILVER SADDLE RANCH AND CLUB, California City, CA****SALES AGENT (08/1991 to 12/2008)**

Performed rigorous market analysis and served as a knowledgeable point of contact for insights on real estate opportunities and trends. Managed the entire sales process including networking and business development, coordinating inspection processes and negotiating high-value transactions. Supported, coordinated and mentored staff members in sales and service.

Selected accomplishments:

- Established the largest Hispanic clientele in company history by designing marketing strategies and networking with prospective clients in English- and Spanish-speaking markets.
- Improved sales results by training the team on customer service and closing techniques.
- Offered Sales Director role for demonstrating exceptional loyalty, leadership abilities and diplomatic communication and relationship development talents.

TRANSAMERICAN COMPANIES, INC., California City, CA**MEMBER, BOARD OF DIRECTORS (05/2004 to 12/2007)**

Provided vision and direction as investor and strategist for TransAmerican Companies, Inc. Evaluated needs and proposed solutions to create a stable and growing organization with efficient, streamlined processes. Participated in short- and long-range planning.

Selected accomplishments:

- Developed strategy that was integral in positioning the company as one of the largest, most respected real estate firms in the region.
- Introduced a transparent financial system to ensure accuracy and timeliness in accounts receivables (A/R) operations, which was vital in building and sustaining a profitable organization despite challenging economic conditions.

ADDITIONAL QUALIFICATIONS

Awards and Honors:

Collaborated in researching and presenting a team capstone project (thesis) at The George Washington University that was praised by political professionals
Pi Sigma Alpha (Political Science Honor Society), California State University Bakersfield
Dean's List, California State University Bakersfield

Certificates:

Real Estate License in the State of California
Contractor's License C-27 in the State of California
Qualified Applicator's License State of California

Donald L. Parris
21220 94th street
California City, Ca 93505
(760) 793-2987
parrisdonaldlee@gmail.com

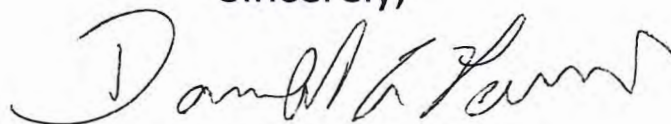
August 29, 2016

Mayor Jennifer Woods

I have lived in the community of California City for almost 30 years. I have seen the City grow throughout the years and make many changes. I have been asked by the residents of California City over and over again to run for the Council for the past 10 years. Since my grandson has turned 18 and left home for a job in Lancaster. I feel that I have freed up enough time to serve on the Council.

More importantly God mandate us to serve our fellow man. I feel it's time for me to serve the residents of California City to the best of my ability.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald L. Parris", written in a cursive style.

Donald L. Parris

Resume

Donald L. Parris

parrisdonaldlee@gmail.com

21220 94th street

California City, Ca 93505

760 793-2987

As a native of Southern California and the High Desert, I enlisted in the United States Army shortly after graduating from Palmdale High School. After completing my Army Aviation Training at Ft. Rucker Alabama, I was promoted to Warrant Officer 1. I was then given orders to Viet Nam where I flew helicopters. Upon completing my Military Service, I continued my career in uniform by joining Ridgecrest Police Department. Upon leaving Ridgecrest, I became an Imperial County Deputy Sheriff. There I became their Chief Pilot flying both the helicopter and fixed wing aircraft. I continued my Law Enforcement Career for over 17 years.

In 2001 I became the Principal of Western Education Center in California City, where we taught 1st through 12th grade.

In 2004 I left the school to fly the rescue helicopter for California City Fire. After one year due to an injury I returned to Western Education Center. I became the Administrator in 2006 and have been there ever since.

I have volunteered with the Boy Scouts troop 413 in California City for the last 7 years. Serving as Chaplin and Committee Chair.

I have also had the honor to serve as a Deacon at the First Baptist Church in California City for the last 10 years.

Mayor Jennifer Wood,

With the utmost enthusiasm, I express my interest to assume the vacant position on the City Council, previously held by Councilman James Gray. I began my government service in 1978, and ended it with a second federal government retirement in 2015. I still have the desire to serve my country, but would now like to channel it locally, serving the citizens of California City. When I deployed and commanded over three times the number of employees in the California City government, I developed a passion and strong commitment for small city management. My wartime experience, personal interest, and background make me an ideal candidate for the City Council.

As a candidate, here's what I could immediately bring to the table:

In my role at Inspector General (IG) of the largest Wing in the USAF, I developed the ability to read government documents, interpret their policies, and guarantee compliance. Through my leadership as IG, we planned many exercises, and our 305-member team trained our Wing for their actual Operational Readiness Inspection (ORI). Our wing received an EXCELLENT overall rating on their ORI. We also excelled in our Unit Compliance Inspection (UCI), an inspection examining how units follow regulations. This ability can assist our council in ensuring compliance with policies before it.

I have always displayed a careful approach to management of government funds. As Resource Advisor (RA) for my organization, I worked with our Comptroller, and stayed within 5% of our Spend Plan throughout the year. Since my time as RA, I received a Bachelor of Science degree in Accounting. This degree, combined with my RA experience, can assist the City Council in managing its budget. Because the Special Tax will end soon, I believe I can help the Council balance the budget by mixing old and new ideas.

I currently serve on the Macalester College Alumni Board. One of our recent accomplishments was assisting our President and Board of Trustees with the writing, refining, and completion of a five-year Strategic Plan. The training and experience I received, as well as my many years as a planner can assist our Council with strategic and short-term planning.

Everything I have engaged in so far has all been driven by my desire to serve. I am willing to dedicate my time to making our city better. It is a team effort, and I believe my skill set can enhance the standing members of the City Council. It is this passion that has driven every one of my career decisions thus far.

I look forward to contributing my skills and experiences to Councilman James Gray's vacant City Council position, and hope to have the opportunity to speak with you and the Council members further about how I can be an asset to your team.

Very Respectfully,

Eugene A. Stump

GENE STUMP

10920 Evelyn Avenue, California City, CA 93505 • Home: (760) 733-9006 • Cell: (661) 699-3119 • genestump@gmail.com

Professional Summary

Accomplished leader with a 38-year government track record of successfully overseeing budgets, capital improvement plans, government policies, and documents that impact those policies. Has the ability to manage large-scale projects from conception to completion. Possesses strong written and verbal communications.

Work History

- **Aircraft Mission Planner:** 09/2010 to Current, 419th FLTS, Edwards AFB, CA
 - Tested developmental software for the B-1B and B-52H, and new smart weapons the bombers employ
- **Exercise Planner/FDO/Resource Advisor:** 05/2005-08/2010, 5th Air Force A37, Yokota Air Base, Japan
 - Exercise Planner - Assisted with planning and executing joint/bilateral multi-service command post or field training exercises within the Japan, Hawaii, Guam, and Northern Marianas Islands areas of operations
 - Foreign Disclosure Officer (FDO) - Approved or denied the disclosure of certain information to specified foreign governments and international organizations in accordance with Defense Department regulations
 - Resource Advisor - Developed annual budget and spend plan for geographically separated organization, monitored allocation of their funds, and ensured compliance for dispersal and prevention of fraud
- **Lieutenant Colonel, United States Air Force:** 02/1978-09/2004, various worldwide locations
 - Inspector General – Conducted thorough, impartial inspections, assessments, and investigations
 - Mission Support Group Deputy Commander – Provided logistics and personnel, readiness, force protection, fire protection, and infrastructure support for 18,000 Americans and 4,000 Japanese
 - Commander, U.S. Air Force Reserve Officer Training Corps (USAFROTC) Detachment – Developed quality USAF leaders by recruiting, educating and training, and commissioning officer candidates
 - Instructor Radar Navigator (over 2,200 flight hours) – Instructed and trained navigators and radar navigators to get their B-52 bomber to its targets on time, delivering weapons to their assigned targets
 - Titan II Missile Crew Commander – Commanded four-person intercontinental ballistic missile crew

Education

- Master of Business Administration, University of Phoenix, Lancaster, CA, (will complete by 12/2016)
- Bachelor of Science in Business - Accounting, University of Phoenix, Lancaster, CA, 2015
- Master of Arts, Community Education Administration, St. Thomas University, St. Paul, MN, 1977
- Bachelor of Arts, Political Science & Speech/Communications, Macalester College, St. Paul, MN, 1974

Organizational Membership

- American Legion, Lifetime Member
- Veterans of Foreign Wars, Lifetime Member
- Military Order of Cooties, Lifetime Member
- National Rifle Association, Lifetime Member
- Kappa Alpha Psi Fraternity, Inc., Lifetime Member

Hobbies

- Martial Arts Instructor (5th Dan) – Okinawa Shorin Ryu Kenshin Kan
- Musician - Bass guitar and leader of B-Sharp Jazz Band
- Computers – Hardware (Raspberry Pi to iMac), and Software (Linux, iOS, Microsoft, Chrome)
- Motorcycle – Enjoy riding my Harley Davidson motorcycle on various rides, short and long

Inge Elmes
20937 71st Street
California City, CA 93505
(Home) 760-373-3888
(Cell) 760-587-8534
Love4sons@hotmail.com

City of California City
21000 Hacienda Blvd.
California City, CA 93505

City Council of California City,

I am very interested in the position of Council Member with the City of California City. I am confident that my experience and skills will meet the qualifications needed to fulfill this position.

Currently, I am responsible for the administration and finances of our place of business, Cal City MX Park, Inc. Throughout the past 10 years, I have developed strong organizational, clerical and managerial skills with an emphasis on building successful interpersonal relationships. I am competent in record keeping, data input, budgeting and analyzing financial records including effective communications with clients and outside vendors. I am also responsible for all operational policies, procedures, regulations and ordinances that also comply with all local agencies with a strategic focus on planning for the future with the use of a sound business plan.

Prior to holding the CFO position at our place of business, I was a Financial Advisor for over 5 years. During that time, I was responsible for overseeing personal financial records for over a hundred families. I successfully guided them in sound investments, proper insurance coverage, reducing or eliminating their outstanding debt and optimizing their best options in home loans while maintaining ethical conduct and confidentiality at all times.

It was my pleasure to also volunteer at our local church for the past 8 years, on and off, in their finance department. My duties included inputting accounting entries, preparing financial records, deposits, accounts payables, summarizing current status in funds, yearly budgets, and securing financial data. I prepared monthly, quarterly and yearly documents to comply with mandatory agency regulations. I gained extensive knowledge in book keeping practices and ethical conduct.

Over the years, my main focus has been to effectively communicate in every work environment and I strongly feel that being bilingual, in Spanish and English, has given me an added advantage in the City of California City and working with our community. I sat as chairperson for the Vision 360 Team and I am currently involved with the Economic Diversification Team. I regularly attend business seminars with S.C.O.R.E. and the Board of Equalization. I have volunteered my time and resources with many community organizations such as Feed the Hungry and Bags4kids. I have a love and passion for our city and feel it is my obligation to serve in any way that I can.

I am excited with the possibility of working for our City. Thank you for your consideration.

Sincerely yours,
Inge Elmes



Inge M. Elmes

20937 71st Street

California City, CA 93505

Telephone: 760-587-8534

PROFESSIONAL SKILL HIGHLIGHTS:

- Highly Motivated
 - Strong Problem Solving Skills
 - Detailed Oriented / Accurate & Analytical
 - Good Planning Skills / Well Organized
 - Optimistic / Maintains Positive & Consistent Atmosphere
 - Bilingual / Excellent People Skills
-

COMPUTER SKILLS:

IBM operating System / Windows / MS Office Suite / Excel / Word / Power Point / Microsoft Office / Quicken / Power Church

PROFESSIONAL EMPLOYMENT:

- **CAL CITY MX PARK, INC., California City, CA [2006 – Present]**
CFO / Administrator
 - Responsible for all filing and organizing of financial records and documents
 - Maintains and upkeeps all accounting and pertinent business information
 - Prepares all financial and business records for company
 - In charge of creating and modifying business policies and procedures
 - Responsible for all financial accounts, payables & receivables
 - Secures all State, Federal and local compliances to be current and precise
 - Responsible for all clientele data base, contacts and vendor accounts
- **Mojave Unified School District, Mojave, CA [Oct 2014 – Feb 2016]**
Van Driver / Bus Driver
 - Responsible for pick up / drop off of students
 - Maintains and upkeeps vehicle maintenance
 - Prepares all daily records
 - In charge of maintaining a safe atmosphere for students
 - Upkeeps all current compliances with D.O.T. and local agencies
 - Perform daily safety checks on vehicle
- **PRIMERICA FINANCIAL SERVICES, CHATSWORTH, CA [2000 – 2006]**
Financial Advisor / Regional Manager
 - Managing District Managers and Representatives
 - Principal Director for Financial Plans Generated for Clients
 - Responsible for Training, Seminars and Workshops for Compliance of State Rules and Regulations
 - Conduct weekly Seminars for existing and new employees
 - Manage private Finances and Venture Investments for Clients
 - Facilitate Clients in establishing Financial Independence
 - Oversee a Book of Business worth over 10 million dollars / Bonded
 - Educate Clients on the Benefits of Compound Interest
- **CUTS AND WAVES, Santa Clarita, CA [1987 – 2006]**
Self Employed Cosmetologist
 - Operate and maintain a clientele base of over 300
 - Oversee a Book of Business for scheduled clientele
 - Responsible for maintaining updates on all related business
 - Responsible for marketing and advertisement
 - Approximately twenty years of experience in related field
 - Acknowledged for increase in business every year
 - Maintains positive attitude and good public relations

EDUCATION:

P.F.S.U.: Life and Health Insurance License / Consumers Financial Lenders License / Securities License
College of the Canyons: General Education / Business / Accounting / Arts / Psychology
EMT Certification
Typing Certificate at 59 WPM
Liberty University: General Education / Business Administration / Finances
Cosmetology License
Class B Driver's License

REFERENCES AVAILABLE UPON REQUEST

August 30, 2016

To: Mayor Wood and members of the California City, City Council

I have been a resident of California City since 1990 and a small business owner here for three years, and I sincerely want to see our city to thrive. I have personally undertaken several small projects to bring an overall vision of positivity and community engagement as a citizen. I believe in giving a different perspective in order to better our city.

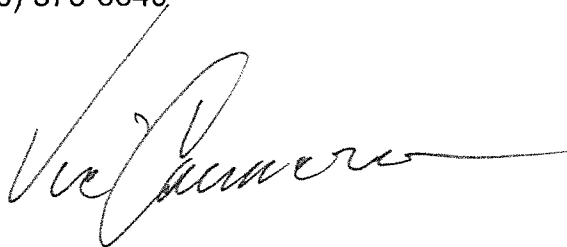
I feel that being James Gray's replacement would provide me with the opportunity and platform to do even more great things for our community as a whole. During the last City Council meeting, I mentioned how disappointed I was when I drove back into town to see that nothing has changed for the better. It was disappointing to learn that I after I had been away for 20 years it appeared that there were some decisions that ended up, sadly, being poor choices for California City. I am and truly would like to be a part of the change that I feel I can give to our town, perhaps even breathe new life into, with a new outlook, while being fiscally conservative, but also keeping a progressive point of view is important, and I feel I can do both. I know I am able to make tough decisions when needed that I feel will be right for our city.

I have worked hard to encourage property owners who do not live here to either build on their land or hold on to their property because I see a brighter future ahead of us. I encourage positive and different ways of thinking in any given situation and feel I could be a key player in a bigger picture. I do whole heartily feel that my past experiences have brought me to this point in time in myself, and I am ready to accept the challenges ahead.

Thank you for your consideration.

Respectfully,

Vic Carmona
8140 California City Blvd.
California City, CA 93505
(760) 373-8849

A handwritten signature in black ink, appearing to read 'Vic Carmona', with a long horizontal flourish extending to the right.

August 30, 2016

To: Mayor Wood and members of the California City, City Council:

My name is Vic Carmona, I have served the community with discretion and integrity starting as far back as 2009 when I first got heavily involved in activism and community service. I have helped fundraise over \$145,000 for various non-profit organizations and groups in Los Angeles, Orange County & California City areas. Not only did I help non-profits financially, I have also promoted a culture of respect, positive thinking, and self-care with those around me.

My dedication to working with institutions of higher education is unparalleled. In the past I have served as mediator for the Social Justice Summit in CSU Fullerton, hosted an event put forth by students and welcomed the winner to perform at a local event in Orange County with Fullerton College, and served on a panels on human rights for the University of Southern California, Orange County campus, Golden State College & more.

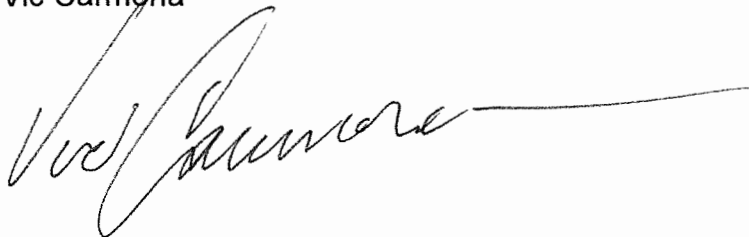
Currently, my list of charities and events include: Orange County Equality Coalition, Courage Campaign, Shanti OC, Women's Rights, Breast Cancer Research, ECCO PAC, AIDS Life Cycle, The Center of Long Beach, Wells House Hospice, AIDS Walk Orange County, AIDS Walk California, The Center Long Beach, Fullerton College, Cal State Fullerton, Cal State Long Beach and the list continues.

I have been a resident of California City starting back in 1990. Graduating in 1993 and immediately joined the United State Navy on November 20, 1993, where I proudly served my country for 5 years with two deployment tours in Iraq with an Honorable Discharge.

I am also an accomplished actor, costume designer and presently owner of Golden Bamboo a Thai Restaurant in the heart of California City. Mixing the arts with activism, I have not only proudly served my country but I also look forward to serving my community as I am presently running to be a member of City Council of California City. I continue to give back and shed positivity.

Respectfully,

Vic Carmona

A handwritten signature in black ink, appearing to read 'Vic Carmona', followed by a long horizontal line extending to the right.

August 31, 2016

The Honorable Jennifer A Wood
Mayor of the City of California City, CA
21000 Hacienda Blvd.
California City, CA 93505

Dear Mayor Wood,

I am seeking appointment to the California City City Council to fill the vacancy created by James Gray's resignation. I believe that my leadership skills, my business background, and my volunteer experience with Los Angeles County Department of Mental Health (LACDMH) bring an important element to our City. It is my volunteer experience with mental health that has helped me to find my greatest passion - to help others to improve their lives - and has given me the experience to see that communities and individual lives can be improved when government and stakeholders work together to build partnerships and find solutions that create a better tomorrow.

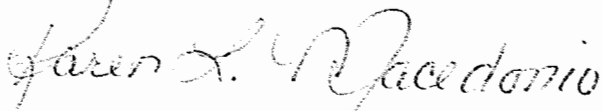
In my volunteer role as co-chair of the West Los Angeles Service Area for DMH, I serve on the LACDMH System Leadership Team, representing the 500,000 residents in the West Los Angeles Service Area. In addition I am a member of the Executive Board of the Los Angeles County DMH Faith-Based Advocacy Council, and a member of the Oversight Committee for the LA County DMH implementation of AB1421 "Laura's Law".

I am versed on the workings of government, and am very familiar with the need to be the stakeholder's voice for the best interests of the people, including the underserved, unserved, or inappropriately served.

I have the maturity, experience, common sense, and training to provide quality leadership, to listen to the voices of our community, and to develop and share understanding of the issues that need to be addressed so that we can find the best solutions and develop forward momentum to implement those solutions. I ask for your support for this appointment.

Attached is a brief life history with key resume highlights so that you can see me as a person as well as the skills I have developed. I will be happy to provide further substantiation and/or referrals if requested.

Thank you for your consideration,



Karen L Macedonio
8825 Glade Avenue
California City, CA 93505
phone: 760-338-3231
email: karen@binahunlimited.com

Enclosure: Life History and Resume Highlights

Karen L Macedonio: Life History and Resume Highlights

1946: Born in Redlands, CA

1964: Graduated from Yucaipa High School

1967: Took leave of absence from the University of the Pacific, as a physics major on full California State Scholarship, and went into the workforce.

1968-1979: Worked in Los Angeles Wholesale Produce Market for Pure Gold, first as a sales secretary, and ending as District Sales Manager

1979-1980: Worked as sales person for C L Stratton in the Los Angeles Produce Market.

1981: Partner in Empire Produce and Landmark Trading, businesses in Los Angeles Wholesale Produce Market

1986: Partner in Northstar Produce in New Los Angeles Wholesale Produce Market (LAWPM), an original partner in the development partnership with Birtcher Pacific and the City of Los Angeles. Served on the Board of Directors for LAWPM.

1986: Certificate, Graduate of the Silva Method

1988: Certificate, Graduate Seminar the Silva Method

2000: Completed Grantsmanship Training Program at Grantsmanship Center with Norman Kiritz

2006: Certified Life Coach with Coach Training Alliance

2008: Certified MasterMind Executive Coach at The Rescue Institute with Drayton Boylston, IV

2010: Licensed Practitioner and Master Practitioner of Neuro-Linguistic Programming from the Society of Neuro-Linguistic Programming and Dr Richard Bandler

2010: Certified Life Coach, Global NLP Training

2010: Certified Motivational Coach, Global NLP Training

2010: Certified Social and Emotional Intelligence Coach, Global NLP Training

2011: Certificate of Completion, LACDMH 10th Annual Conference on Mental Health and Spirituality

2013: Diploma First and Second Degree The Radiance Technique/Authentic Reiki

2013: Certified Mental Health First Aid USA

2016: Certificate of Completion, LACDMH Spiritual Self-Care Manual and Toolkit to facilitate groups

Honorable Mayor and City Council,

I am interested in filling James Gray's vacant seat on the City Council for the remaining two year two month term. As you can see from my attached resume, I have a diverse background in many fields and positions. I feel I can bring extreme value to the council and the community. I want to be on the council to enrich the lives of every single citizen in any way that I can. I am a results based person who is an analyst by nature. I am a hard worker and I believe in making a difference with the skills and resources I have obtained throughout my life.

When I was in the 8th grade, I was elected as the State Junior High Representative for the state of New Hampshire. Spending time at the state capital representing every junior high school student in the state was an honor for me to be able to be their voice. To stand up for those who were afraid to speak up and to advocate on what was needed.

You see my passion has and will always be to help those in need!

I have supported numerous causes and organizations over the years and believes in always helping where I can and that giving always makes a difference.

In July 2014 I decided it was time to do more and wanted to move to help utilize my skills and resources to help better a community where I could call home. I came across Cal City and kept reading up on the town and the needs. I saw there wasn't much to do for the kids or adults and my time as a child representing other kids kicked in. My business sense also took over and I decided this is the place with a path to possibilities.

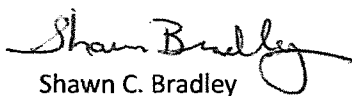
I purchased a home in Cal City and moved in the last day of December 2014. Unfortunately I couldn't participate in any elections to help make a difference as the last council was already voted in prior to my move. I did know this day would come and it's here and now.

I also opened my 1st business July 2nd in Cal City, employing several local residents, called Creamland Food & Ice Cream. I saw a need for an ice cream focused establishment, especially because ice cream always puts a smile on a face, and there was no real ice cream shop in town.

I have the tools, resources, and determination to bring effective change to Cal City. I will not let you down and I will always speak up for what is right and will never give up. An analyst by nature, I do due diligence to make sure decisions are based on facts and data.

I am the strong leadership that every citizen deserves. Get to know me. I am an amazing person who will make a difference for every citizen, not a selected group.

Sincerely,

A handwritten signature in black ink that reads "Shawn C. Bradley". The signature is fluid and cursive, with the first name "Shawn" and last name "Bradley" clearly legible.

Shawn C. Bradley

Shawn C. Bradley

Summary of Skills Vast computer knowledge including the complete line of Microsoft Office, Microsoft Visio, telnet, basic UNIX knowledge, FrontPage, the internet, crystal reports, ftp, IDX Patient Scheduling, and EPIC EMR (Electronic Medical Records). Experience in data entry, insurance, healthcare, management, computer software, training, accounts receivable/ collections, customer service, marketing, business development & operations, and web design. Certified in EpicCare Ambulatory and a Certified Real Estate Auctioneer.

Professional Experience

7/16 – Current Creamland Food & Ice Cream LLC California City, CA

Founder/President/CEO

- Responsible for all marketing aspects of the Creamland brand
- Responsible for all financial aspects of the business
- Responsible for all reporting and growth development plans.
- Responsible for all staff
- Responsible for all scheduling and ordering
- Work at the establishment only when needed and available

11/13 – Current Smoketel LLC. Lake Forest, CA

Founder/President/CEO

- Responsible for all marketing aspects of the Smoketel brand
- Responsible for all financial aspects of the business
- Responsible for hotel contractual agreement between us and network partner
- Responsible for all reporting and growth development plans.
- Responsible for marketing/sales and customer service agents
- Currently serves as the CEO remotely part time, with limited work duties

12/10 – Current BSHS - GHC Richmond, VA

Application Coordinator

- Responsible for managing Ambulatory support issues for all of our outpatient practices located in our markets as needed.
- Was the interim Ambulatory Support Manager from 2011 – 2012, in which I assisted with the hiring, managing, and training of support staff.
- Responsible for building/ modifying functionality in the EMR system for all system users.
- Responsible for resolving support tickets that local support representatives are unable to resolve.
- Responsible for working on upgrade tasks.
- Responsible for fixing and processing lab errors that don't file into patient charts in the system.
- Responsible for developing and improving current support processes.
- Working remotely from home (Monday – Friday 5AM to 2PM PST), I communicate with end users, coworkers, and other support representatives via phone, email, instant messenger, or live video chat.

11/06 – 11/10

University of Pennsylvania Health System

Philadelphia, PA

Application Analyst (OSA/Practice Liaison)

- Served on EPIC EMR Governance Committee's for each division that I represent within the Health System. (Dermatology, Occupational Medicine, Executive Health, Otorhinolaryngology, Infectious Disease). The group's, which consists of physicians, practice managers, and EPIC personnel, meets monthly to decide EMR policy and changes for the practices within the division.
- Was project manager of the Presbyterian Medical Center Dermatology Implementation which consisted of current state workflow analysis and creating future state workflows for the EMR? Meeting weekly with the practice up until the go-live for preparation and EMR decision making. Build the visit navigator to include all sections needed as well as smart tools, preference lists, user records, smartest, letter templates, order transmittal set up, results routing schemes, reports, etc.
- Was a Project Manager for practice moves (Implementation).
- Assisted with Implementation of EMR in Dermatology and Lung Transplant Divisions of the Health System by handling current state workflows and building them into future state workflows for the EMR as well as supporting during the 3 week go-lives onsite.
- Responsible for all build/modification aspects of the EMR for each division I represent, such as but not limited to: Provider records, profile records, department records, immunization records, best practice alerts, doc flow sheets, medication/procedure records, registry records, category lists, user records, smart tools, letter templates, visit navigators, results routing schemes, report setup, smart sets, preference lists, annotated image configuration, order transmittal, Best Practice Alerts, scheduling via interface,
- Responsible for site visits to each practice within my divisions to make sure all is correct, gather new project requests, create/adjust practice workflows, facilitate monthly meetings, meet with providers and staff for assistance and ongoing training according to practice workflows, etc.
- Was on the EPIC EMR Smart Set Committee
- Handled projects to completion working with other EPIC Teams in the Health System (Development, Interface, Paper Chart Scanning/Abstraction, Application, Hardware, Implementation, Support, and Education Teams).
- Acted as a practice liaison between practices I represented and the EPIC IS Group of the Health System.
- Traveled between all Health System Hospital and Sites.
- Modified the EMR system according to Health system / legal policy
- Troubleshoot issues in the system, such as orders not printing, medications/procedures not found, Best Practice Alerts not appearing, sections missing from the Navigator, messages not being received, patient lists missing, unable to order or sign orders, smart sets not found, letters not printing correctly, smart phrases not appearing, signatures not pulling into letters, workstation ID's missing, etc.
- Worked with interfaces linked into the EMR application (Cerner, Quest, EMR Scanning, Medview, IDX)
- Generated crystal reports to help the practice become more efficient while helping save money and gain money.

12/99 – 7/06

Campagne Associates

Manchester, NH

Implementation/Sustainment Manager

- Responsible for training nonprofit organizations in the software applications via phone using WEBEX technologies, as well as traveling to organizations in the United States to train them at their location.
- Responsible for providing nonprofit organizations high-level end user technical support assistance via telephone, fax, and email.
- Configured/Customized applications to the customer's needs.
- Assisted customers in obtaining needed reports, generally financial data, via our proprietary report-writing tool within both our EventMaker Pro and GiftMaker Pro applications.
- Responsible for troubleshooting data files and running utilities to fix any issues that arise, as well as import/export data.
- Assisted customers in backing up their data file.
- Provided PC/Mac software installation via phone to end users in either a single or multiple user platform environments, and assist those who use our program over a network environment.
- Provided software upgrade assistance to end users via phone.
- Responsible for reporting any found software bugs to development.

CITY COUNCIL

September 13th, 2016

TO: Mayor and City Council

FROM: Tom Weil, City Manager

SUBJECT: Medical Marijuana Industry

BACKGROUND: The attached ordinance "First Reading" has been reviewed and approved on August 23rd by the City Council. "Second Reading" to the ordinance amending Title 9, Chapter 2, Article 29 of the California City Municipal Code regarding Medical Marijuana Dispensaries and Cultivation and adding Title 5, Chapter 6 entitled "Medical Marijuana Businesses and Activity" is before you tonight for review and final approval with it becoming effective 30 days after September 13th.

RECOMMENDATION: The City Council review and approve the Second reading to the ordinance amending Title 9, Chapter 2, Article 29 of the California City Municipal Code regarding Medical Marijuana Dispensaries and Cultivation and adding Title 5, Chapter 6 entitled "Medical Marijuana Businesses and Activity".

FISCAL IMPACT: N/A

ENVIRONMENTAL ACTION: N/A

The Interim Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

CB2.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, ARTICLE 29 OF THE CALIFORNIA CITY MUNICIPAL CODE REGARDING MEDICAL MARIJUANA DISPENSARIES AND CULTIVATION, AMENDING TITLE 9, CHAPTER 2, ARTICLE 21 "M1 LIGHT INDUSTRIAL DISTRICT", AND ADDING TITLE 5, CHAPTER 6, ENTITLED "MEDICAL MARIJUANA BUSINESSES AND ACTIVITY"

WHEREAS, the City of California City is a general law city; and

WHEREAS, the City has the power to make and enforce within its limits all ordinances and regulations in respect to municipal affairs not in conflict with general laws; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property lie within the City's police powers; and

WHEREAS, on November 5, 1996, California voters approved Proposition 215, the Compassionate Use Act of 1996 (CUA), codified at California Health and Safety Code section 11362.5, the intent of which was to enable persons with a demonstrated need for marijuana for medical/therapeutic purposes, as recommended by a health care provider, to obtain and to use marijuana, or marijuana-derived compounds, under limited and specified circumstances; and

WHEREAS, on January 1, 2004, Senate Bill 420 codified as California Health and Safety Code section 11362.7 et seq. and entitled the "Medical Marijuana Program Act" (MMPA) became law to clarify the scope of the CUA. Pursuant to California Health and Safety Code section 11362.77(a), a qualified patient or primary caregiver was permitted to possess no more than eight (8) ounces of dried marijuana plant material per patient. In addition, they were also able to maintain no more than six mature or twelve immature marijuana plants per patient unless a doctor authorized an additional amount; and

WHEREAS, the CUA is limited in scope in that it only provides a defense from criminal prosecution for possession and cultivation of medical marijuana to qualified patients and their primary caregivers. The MMPA also is limited in scope in that it establishes a statewide identification program and affords qualified patients, persons with recommendation cards, and their primary caregivers, an affirmative defense to certain enumerated criminal sanctions that would otherwise apply to transporting, processing, administering or distributing marijuana; and

WHEREAS, on October 9, 2015, Governor Brown signed into law the Medical Cannabis Regulation and Safety Act (MCRSA) formerly known as (the Medical Marijuana Regulation and Safety Act) which consisted of three interrelated pieces of legislation (SB 643, AB 243, and AB 266), intended to provide a comprehensive

regulatory framework for the licensing, control, and taxation of medical marijuana related businesses in California; and

WHEREAS, the MCRSA expressly protects a City's local licensing practices, zoning authority, and other local actions taken under the City's constitutional municipal and police powers; and

WHEREAS, the MCRSA contains statutory provisions that:

- (1) Allow local governments to enact ordinances expressing their intent to allow or prohibit the cultivation of marijuana and their intent to administer or not administer a conditional permit program pursuant to California Health and Safety Code section 11362.777 for the cultivation of marijuana;
- (2) Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances or enforcement of local permit or licensing requirements regarding marijuana per California Business and Professions Code section 19315(a);
- (3) Expressly provide that the Act does not limit the civil or administrative authority or remedies of a local government provision of law regarding marijuana including, but not limited to, a local government's right to make and to enforce within its limits all regulations not in conflict with general laws per California Business and Professions Code section 19316(c);
- (4) Specifically requires, as a condition of state licensure, compliance with any and all local requirements for all cannabis-related operations;

WHEREAS, the California Supreme Court has made clear that neither the CUA nor the MMPA expressly or impliedly preempts the authority of cities or counties, under their traditional land use and police powers, to allow, restrict, limit or entirely exclude facilities that distribute medical marijuana. The MMPA allowed cities and counties to adopt local ordinances that regulate the location, operation or establishment of medical marijuana collectives and to enforce such ordinances. (City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729; Health and Safety Code section 11362.83). The same authority encompasses the regulation, operation, or establishment of marijuana cultivation. (Maral v. City of Live Oak (2013) 221 Cal.App.4th 975.) That authority remains undisturbed under the MCRSA; and

WHEREAS, marijuana currently remains defined as a schedule 1 drug under the Federal Controlled Substances Act, 21 USC 801 et seq.; and

WHEREAS, despite this classification and treatment under federal law, federal executive and law enforcement agencies have issued memoranda and other guidelines allowing for the development of state-specific regulatory schemes that include the

provision of marijuana and marijuana-derived products for medical purposes, as long as the administration of those schemes is consistent with the aims of federal law; and

WHEREAS, the City has received inquiries from individuals and incorporated entities inquiring about the ability to open medical marijuana related businesses within the City, including dispensaries, cultivation locations, and manufacturing/processing businesses. Other than a general prohibition of dispensaries and cultivation, the City has not yet adopted land use controls or regulations or other requirements for the operation of these businesses once established; and

WHEREAS, it is important to have sufficient and enforceable regulations and standards in place in order to address any potential threats to the public health, safety, and welfare of current and future residents from the establishment of medical marijuana related businesses; and

WHEREAS, California City's Municipal Code sections 9.1.109 and 9.2.102(b) provide that no land may be used, or structures built or modified, for any purpose other than as permitted and in conformance with the City's zoning laws, general plan, and other ordinances; and

WHEREAS, the City Council recognizes that the investigation and research of the therapeutic uses for medical marijuana and natural marijuana-derived compounds continues to progress, with at least some demonstrated positive impact on users following the advisement and encouragement of their health care providers, for a variety of ailments, including severely debilitating and terminal illnesses; and

WHEREAS, the City Council recognizes that, unless City regulatory controls are put into place, supply chains for medical marijuana and marijuana-related products as they currently exist, will only work to benefit criminal elements to the detriment of residents of the State of California, the County of Kern, and very likely the City of California City, without full regard for public safety, health, and welfare issues; and

WHEREAS, the City Council also recognizes its obligation to provide guidance on appropriate community standards of health, safety, and welfare, and, where appropriate, to protect residents—especially residents of particularly vulnerable populations like children—from violation and abuse of those community standards; and

WHEREAS, the City Council desires to establish reasonable land use controls and reasonable regulations on the operation of medical marijuana related businesses which are intended to operate in conjunction with the zoning and land use regulations of the City of California City, and which are intended to address the negative impacts, nuisance impacts, and criminal impacts of unregulated cannabis-related businesses; and

WHEREAS, medical marijuana related businesses will be subject to the zoning and land use regulations of the zoning district in which such business establish and

operate, as set forth in Title 9, Chapter 2, Article 29 of the California City Municipal Code, and as otherwise established by the City; and

WHEREAS, the City Council finds that the activities permitted under this ordinance are consistent with and implement the goals and policies of the California City General Plan; and

WHEREAS, the City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following sections of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3:

A. The ordinance is exempt under Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The ordinance permits a very limited number of medical marijuana businesses, and the medical marijuana businesses will have no impacts that are different than the farming, manufacturing, distribution, laboratory, and delivery activities already authorized within the proposed City zones. Furthermore, the ordinance contains requirements that prevent any potential impacts on the environment that may be unique to businesses involving medical marijuana. For example, the ordinance establishes prohibitions on nuisance odors, glare, excess energy usage, and establishes safety protections to prevent crime or deterioration of the business area into blight, prohibition on usages of hazardous chemicals, and a prohibition on usage of excess water in violation of drought laws etc. Further, there is no possibility that this ordinance would create cumulative impacts that are significant because this ordinance does not authorize a total number of businesses in the city than would have been otherwise authorized, does not authorize construction or other related activities or any other activities that are not already permitted, except that the ordinance allows the same activities but with a different material (medical marijuana) that is being grown, sold, transported, or otherwise utilized in some form; there are no other significant impacts that could occur as a result of this ordinance, and there are no unusual circumstances that would cause any such significant impacts;

B. The ordinance is also exempt under Section 15183 (projects consistent with a community plan, general plan, or zoning) since the types of businesses permitted by the ordinance are consistent with those contemplated by general plan and zoning, such as farming, manufacture, and distribution of other agriculture products and/or products to be used as pharmaceuticals;

C. The ordinance is also exempt under CEQA Guidelines Section 15301 (existing facilities) since permitted medical marijuana business under the ordinance may locate in existing facilities, and any additions to structures would be expected to be also exempt under 15301; and

D. The ordinance is exempt under Section 15303 (new construction or conversion of small structures). The businesses will be established in an urban area, and given the build out of the existing city, and sufficient existing leasable property, the

amount of construction that would occur is minimal to non-existent, and any such construction would be less than the thresholds established in Section 15303.

NOW THEREFORE, The City Council of the City of California City does ordain as follows:

SECTION 1. Title 9, Chapter 2, Article 29 of the California City Municipal Code entitled "Medical Marijuana Dispensaries and Cultivation", enacted by Ordinance No. 14-723, is hereby amended to read as follows:

ARTICLE 29. - MARIJUANA BUSINESSES AND CULTIVATION

Sec. 9-2.2900. – Purpose and General Prohibitions.

- (a) The purpose of this Article is to further fulfill the purposes and intents set forth in Title 5, Chapter 6 of the California City Municipal Code.
- (b) The operation of any medical marijuana business within the City is strictly prohibited, unless the owner and/or operator first obtains a medical marijuana business permit, issued by the City pursuant the requirements of Title 5, Chapter 6 of the City's municipal code. Owners and operators shall at all time remain in compliance with the requirements of Title 5, Chapter 6, and with all applicable state laws, and shall further be required to obtain a state issued marijuana business permit as soon as those permits are available for issuance.
- (c) The use and cultivation of non-medical marijuana, and the operation of any non-medical marijuana businesses, are strictly prohibited in the City.

Sec. 9-2.2901. - Applicability.

- (a) Nothing in this article is intended, nor shall it be construed, to burden any defense to criminal prosecution under the Compassionate Use Act or other state law.
- (b) All the provisions of this article shall apply to all property, public and private, within the City.
- (c) All the provisions of this article shall apply indoors and outdoors.

Sec. 9-2.2902. Definitions.

Unless otherwise provided herein, the terms used in this Article shall have the meanings ascribed to them in Title 5, Chapter 6 of the California City Municipal Code, unless otherwise indicated.

Sec. 9-2.2903. Location and Design of Medical Marijuana Businesses

Medical marijuana businesses including those permitted to engage in cultivation, manufacturing, testing, distribution, dispensing and transporting of cannabis and cannabis products are subject to the following zoning and locational requirements:

- (a) The medical marijuana business must be located on property zoned M-1 (Light Industrial) or M-2 (Heavy Industrial), and must meet all of the requirements for developments in those zones; and
- (b) The property on which the medical marijuana business is located must also meet all of the following distance requirements:
 - (1) It shall be no closer than two hundred (200) feet of any residentially zoned parcel in the City, including any legal non-conforming residential uses as of the date the medical marijuana business permit is issued. The distance between medical marijuana business and the residential parcel shall be measured from the outer boundaries of the residential parcel to the first structure on the property seeking the marijuana permit.
 - (2) It shall be no closer than one thousand (1,000) feet from any parcel containing any of the following:
 - A. A school, college or university (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);
 - B. A church or other house of worship;
 - C. A park, daycare facility serving nine or more children and is licensed by the county.
 - D. A drug or alcohol rehabilitation facility providing on-site medical treatment.
- (c) Each proposed medical marijuana business project shall:
 - (1) Conform with the City's general plan, any applicable specific plans, master plans, and design requirements.
 - (2) Comply with all applicable zoning and related development standards.
 - (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
 - (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

- (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
- (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

For the purposes of this Article, the distance between parcels shall be the horizontal distance measured in a straight line from the property line where the sensitive use is located to the first structure on the lot seeking the medical marijuana business permit, without regard to any intervening structures.

Sec. 9-2.2905. Certification from Planning Director.

Prior to commencing operations, a medical marijuana business must obtain a certification from the Planning Director certifying that the business is located on a site that meets all of the requirements of this Title.

Sec. 9-2.2906. Cultivation of Marijuana.

(a) Medical Marijuana Cultivation.

All medical marijuana cultivation, whether indoors or outdoors, is prohibited within the City of California City, except as may be specifically authorized through the issuance of a medical marijuana cultivation business permit pursuant to the requirements of Title 5, Chapter 6, of this code.

(b) Non-Medical Marijuana Cultivation.

All non-medical marijuana cultivation, whether indoors or outdoors, is prohibited within the City of California City. If subsequent state legislation shall be enacted, which mandates that the personal cultivation of non-medical marijuana be allowed, such cultivation shall only occur indoors in full compliance with state and local laws, and only to the minimum extent authorized by state law..

Sec. 9-2.2907. Non-Medical Marijuana Businesses

No non-medical marijuana-related business is permitted to locate or operate within the City of California City.

Sec. 9-2.2908. Delivery of Non-Medical Marijuana to Locations Within The City Prohibited.

Non-medical marijuana businesses operating outside the City of California City are prohibited from delivering non-medical marijuana to locations within the City.

Sec. 9-2.2909. - Declaration of public nuisance.

Any use, structure, or property that is altered, enlarged, erected, established, maintained, moved, or operated contrary to the provisions of this article, is hereby declared to be unlawful and a public nuisance and may be abated by the city through civil proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

Sec. 9-2.2910. - Violations.

- (a) Violations of this article shall be punishable pursuant to Title 1, Chapter 3, of this Code, as it may be amended from time to time, and as permitted by state law.
- (b) This article is not the exclusive means for the abatement of illegal marijuana businesses within the City of California City. The remedies set forth pursuant to this section shall be in addition to any other existing remedies for violations of the Zoning Code, including but not limited to, any action at law or equity.

SECTION 2. Title 9, Chapter 2, Article 21 of the California City Municipal Code entitled "M1 Light Industrial District", is hereby amended to read as follows:

A. Section 9-2.2100 (Purpose) is deleted, and the following substituted in its place:

Sec. 9-2.2100. - Purpose.

The M1, light industrial, district is intended for urban areas designated for light industrial use in the General Plan.

B. Section. 9-2.2103 (Site and Structure Requirements (M1)) is amended to read as follows:

Sec. 9-2.2103. Site and Structure Requirements (M1).

- (a) There is no minimum lot area in the M1 District.
- (b) The minimum setback requirements in the M1 District are:
 - (1) Twenty (20) ft. in the front.
 - (2) Twenty (20) ft. in the rear or side yard if the rear or side yard abuts a residential district. There are no rear or side yard minimums if the lot does not abut a residential district.
- (c) All lots within 200 feet of a residential property shall have an approved 8 ft block sound wall on those sides directly or indirectly facing residential uses.

(d) The total size of any structure is not limited so long the developer complies with all building setback and other requirements of the zone.

(e) Electrical requirements will be dictated by the size and nature of the development. Electrical use and installation must be safe and meet all state and local safety and building standards. Solar is a permissible means to meet the needs of electrical generation.

(f) Vehicles accessing the site shall not exceed the current load bearing standards for those roads used to access the site.

SECTION 3. Title 5, Chapter 6 shall be added to the California City Municipal Code entitled "Medical Marijuana Related Businesses and Activity" and shall read as follows:

Title 5, Chapter 6. MEDICAL MARIJUANA RELATED BUSINESSES AND ACTIVITY.

Article 1. General Provisions.

Sec. 5-6.101.- Purpose and Intent.

It is the purpose and intent of this Chapter to accommodate the needs of medically-ill persons in need of marijuana for medical purposes, as advised and recommended by their health care provider(s), while imposing regulations on the use of land to protect the City's neighborhoods, residents, and businesses from negative impacts. It is a further purpose and intent of this Chapter to regulate the cultivation, manufacturing, processing, testing, transporting, delivery, and distribution of cannabis and cannabis-related products in a manner which is responsible, which protects the health, safety, and welfare of the residents of California City, and to enforce rules and regulations consistent with state law. In part to meet these objectives, an annual permit shall be required in order to own and/or to operate a medical marijuana business within California City. Nothing in this Chapter is intended to authorize the possession, use, or provision of marijuana for purposes which violate state or federal law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, county or other law.

Sec. 5-6.102.- Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, and the provisions of the Medical Cannabis Regulation and Safety Act (formerly known as the Medical Marijuana Regulation and Safety Act) (hereinafter "MCRSA"), the City of California City is authorized to adopt ordinances that establish standards, requirements and regulations for local licenses and permits for cannabis and cannabis-related activity. Any standards, requirements, and regulations regarding health and safety, security, and

worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of California City to cannabis, and/or cannabis-related activity.

Sec. 5-6.103.- Marijuana cultivation and medical marijuana business activities prohibited unless specifically authorized by this Chapter.

Except as specifically authorized in this Chapter, the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, dispensing, distribution, delivery, or sale of cannabis or a cannabis product is expressly prohibited in the City of California City.

Sec. 5-6.104.- Compliance with Laws.

It is the responsibility of the owners and operators of the medical marijuana business to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate federal, state law or local law with respect to the operation of a medical marijuana business. It shall be the responsibility of the owners and the operators of the medical marijuana business to ensure that the medical marijuana business is, at all times, operating in a manner compliant with all applicable federal, state and local laws, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific additional operating procedures or requirements which may be imposed as conditions of approval of the medical marijuana business permit. Nothing in this Chapter shall be construed as authorizing any actions which violate federal or state law with regard to the operation of a medical marijuana business.

Article 2. Definitions.

Sec. 5-6.201. When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder, and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- (a) "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or

preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

- (b) "Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product's potency. An edible medical cannabis product is not considered food, as defined by Section 109935 of the California Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.
- (c) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.
- (d) "City" or "City of California City" means the City of California City, a California general law city.
- (e) "Cultivation" means any activity, whether occurring indoors or outdoors, involving the propagation, planting, growing, harvesting, drying, curing, grading, and/or trimming of cannabis plants or any part thereof for any purpose, including medical marijuana.
- (f) "Cultivation site" means a facility where medical cannabis is cultivated, propagated, planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities, and where the operator holds a valid medical marijuana business permit for cultivation from the City of California City and, after January 1, 2018 or as soon as permitted by the state granting agency, department or division, a valid state license for cultivation pursuant to MCRSA.
- (g) "Delivery" means the commercial transfer of medical cannabis or medical cannabis products from a dispensary, up to an amount determined to be authorized by the State of California, or any of its departments or divisions, to anyone for any purpose. "Delivery" also includes the use by a dispensary of any technology platform owned, controlled, and/or licensed by the dispensary, or independently licensed by the State of California under the MCRSA (as the same may be amended from time-to-time), that enables anyone to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.
- (h) "Dispensary" means a medical marijuana business facility where cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in

any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, medical cannabis and medical cannabis products as part of a retail sale, and where the operator holds a valid medical marijuana business permit from the City of California City authorizing the operation of a dispensary, and a valid state license as required by state law to operate a dispensary.

- (i) "Dispensing" means any activity involving the retail sale of medical cannabis or medical cannabis products from a dispensary.
- (j) "Distribution" means the procurement, sale, and transport of medical cannabis or medical cannabis products between medical marijuana businesses.
- (k) "Distributor" means a person holding a valid medical marijuana business permit for distribution issued by the City of California City, and, after January 1, 2018 or as soon as permitted by the state granting agency, department or division, a valid state license for distribution, pursuant to MCRSA.
- (l) "Dried flower" means all dead medical cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- (m) "Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption. An edible medical cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.
- (n) "Indoor structure" means a fully enclosed and secured structure, a space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, complies with all odor control and other design standards required by this chapter, and which is accessible only through one or more lockable doors and is inaccessible to minors.
- (o) "Indoors" means within a fully enclosed and secure structure. The term indoors includes any indoor structures.
- (p) "Live plants" means living medical cannabis flowers and plants, including seeds, sprouts, immature plants (including unrooted clones), and vegetative stage plants.
- (q) "Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis, as defined in this

section, or medical cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that packages or repackages medical cannabis or medical cannabis products or labels or relabels its container, where the operator holds a valid medical marijuana business permit for manufacturing from the City of California City and, after January 1, 2018 or as soon as permitted by the state granting agency, department or division, a valid state license for manufacturing pursuant to MCRSA.

- (r) "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate or manufactured product intended for internal consumption or topical application.
- (s) "Manufacturing site" means a location that produces, prepares, propagates, or compounds medical cannabis or medical cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid Medical marijuana business permit for manufacturing from the City of California City, and, after January 1, 2018 or as soon as permitted by the state granting agency, department or division, a valid state license for manufacturing pursuant to MCRSA.
- (t) "Marijuana" means "cannabis," as that term is defined in this Chapter.
- (u) "Medical cannabis", "medical marijuana," "medical cannabis product" or "cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time). For purposes of this Chapter, "medical cannabis" does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.
- (v) "Medical marijuana activity" includes cultivation, manufacture, processing, laboratory testing, transporting, delivery, distribution, or sale of medical cannabis or a medical cannabis product, within the meaning of California Business and Professions Code 19300 et seq.
- (w) "Medical marijuana business" means any business or operation which engages in medical marijuana activity.

- (x) "Medical marijuana business permit" means a regulatory permit issued by the City of California City pursuant to this Chapter to a medical marijuana business, and is required before any medical marijuana activity may be conducted in the City. The initial permit and annual renewal of a medical marijuana business permit is made expressly contingent upon the business' ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the medical marijuana activity at issue.
- (y) "Non-medical marijuana" means all marijuana, except for medical marijuana.
- (z) "Non-medical marijuana activity" includes cultivation, manufacture, processing, laboratory testing, transporting, delivery, distribution, or sale of non-medical marijuana or a non-medical marijuana product.
- (aa) "Non-medical marijuana business" means any business or operation which engages in non-medical marijuana activity.
- (bb) "Outdoors" means any location within the City that is not within a fully enclosed and secure structure.
- (cc) "Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall include a person with a properly issued identification card, as that term is defined by California Health and Safety Code Section et seq.
- (dd) "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.
- (ee) "Person with an identification card" shall have the meaning given that term by California Health and Safety Code Section 11362.7.
- (ff) "State License" means a permit or license issued by the State of California, or one of its departments or divisions, under MCRSA to engage in medical marijuana activity.
- (gg) "Topical cannabis" means a product intended for external use. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

- (hh) "Testing laboratory" means a facility, entity, or site in the City of California City that offers or performs tests of medical cannabis or medical cannabis products and that is both of the following:
- (1) Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state.
 - (2) Is owned and operated by a person issued a valid medical marijuana business permit for laboratory testing from the City of California City, and, after January 1, 2018 or as soon as permitted by the state granting agency, department or division, a valid state license for laboratory testing pursuant to MCRSA.
- (ii) "Transport" means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting medical marijuana activity authorized by the MCRSA.
- (jj) "Transporter" means a person issued a state license, and a medical marijuana business permit by the City of California City, authorizing the transport of medical cannabis or medical cannabis products in amounts authorized by the State of California, or by one of its departments or divisions under the MCRSA.

Article 3. Medical Marijuana Business Permits Required for Owner/Operator; Medical marijuana Work Permit Required for Employees.

Sec. 5-6.301.- Medical Marijuana Business Permit Required to Engage in Medical Marijuana Business.

- (a) No person may engage in any medical marijuana business or in any medical marijuana activity within the City of California City including cultivation, manufacture, processing, laboratory testing, transporting, dispensing, distribution, or sale of medical cannabis or a medical cannabis product unless the person (1) has a valid medical marijuana business permit from the City of California City and (2) is currently in compliance with all applicable state and local laws and regulations pertaining to the medical marijuana business and the medical marijuana business activities, including the duty to obtain any required state licenses.
- (b) Until Health & Safety Code Section 11362.775, subdivision (a), is repealed, the City intends that persons eligible to operate collectives or cooperatives under that subdivision shall be eligible to apply for a City permit to conduct medical marijuana activities, but only to the degree those activities are authorized under state law for collectives and cooperatives. When the Health & Safety Code Section 11362.775,

subdivision (a), is repealed, or as soon as collectives and cooperatives are no longer permitted under state law, any City permit holder operating as a collective or cooperative who has not already obtained a state license for the medical marijuana business activities they are engaged in shall automatically forfeit his or her City medical marijuana business permit. At that point they shall no longer be authorized to engage in any medical marijuana activities in the City until they obtain both a City issued medical marijuana business permit and a state license for that medical marijuana activity.

Sec. 5-6.302.- Medical Marijuana Employee Permit Required.

- (a) Any person who is an employee or who otherwise works or volunteers within a medical marijuana business must be legally authorized to do so under applicable state law. Employees, workers, or volunteers at businesses that are permitted by the City of California City as medical marijuana business cultivators, manufacturers, distributors, or delivers that are operating pursuant to Health & Safety Code section 11362.775 (a) as collectives or cooperatives until that subsection is repealed must be qualified patients or primary caregivers as required by state law.
- (b) Any person who is an employee or who otherwise works or volunteers within a medical marijuana business must obtain a medical marijuana employee work permit from the City prior to performing any work at any medical marijuana business.
- (c) Applications for medical marijuana employee work permits shall be developed and processed by the City Manager, a designated City employee, or by an independent third party company hired by the City for that purpose, and shall include, but not be limited to, the following information:
 - (1) Name, address, and phone number of the applicant;
 - (2) Age and verification of applicant. A copy of birth certificate or other proof that the applicant is at least eighteen (18) years of age must be submitted with the application;
 - (3) Name, address of the medical marijuana businesses where the person will be employed, and the name of the primary manager of that business;
 - (4) A list of any crimes for which the applicant has been convicted;

- (5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;
 - (6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the City Manager or his/her designee.
 - (7) A signed statement under penalty of perjury that the information provided is true and correct.
 - (8) If applicable, verification that the applicant is a qualified patient or primary caregiver.
 - (9) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.
- (d) The City Manager, his/her designee, or a designated independent third party company contracted by the City, shall review the application for completeness, shall work with the police department to conduct a background check to verify the criminal record, and shall contact previous employers from which the applicant was fired, resigned in order to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:
- (1) Is dishonest or untrustworthy; or
 - (2) Was convicted of a felony, a violent crime, or crime of moral turpitude.
- Discovery of these facts showing that the applicant is dishonest or untrustworthy or has been convicted of those types of crimes are grounds for denial of the permit.
- (e) The City Manager or his designated City employee shall make the final decision on compliance with the requirements of this Article, and shall issue the medical marijuana work permit or a written denial to the applicant within ninety (90) days of the date the application was deemed complete.
 - (f) A work permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection (b) above including the payment of a

renewal application fee in an amount to be set by resolution of the City Council.

- (g) In the event a person changes employment from one medical marijuana business in the City to another, the work permit holder shall notify the City Manager or his/her designee(s) in writing of the change within ten (10) days, or the work permit shall be suspended or revoked and such person shall not be permitted to work at any medical marijuana business in the City. Each medical marijuana business shall also be required to provide the notice in this section to the City. Within ten (10) days of learning about the departure of one of their employees from employment, each medical marijuana business shall provide written notice to the City Manager or his/her designee of that employee's departure.
- (h) The City may immediately revoke the medical marijuana work permit should the permit holder be convicted of a crime listed in subsection (d) above, or if facts become known to the City Manager or his/her designee that the permit holder has engaged in activities showing that he or she is dishonest or untrustworthy.
- (i) The City Manager or his/her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.
- (j) The applicant may appeal the denial or revocation of a medical marijuana work permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial, which appeal shall be conducted as set forth in Article 6 of this Chapter.
- (k) The City Manager or his or her designee shall issue a permit in the form of a personal identification card that can be worn by the employee. The personal identification card shall be worn approximately chest-high on their outermost garment, in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

Article 4. Number and Type of Authorized Medical Marijuana Businesses Permitted; Increase in Numbers and Types; Violations.

Sec. 5-6.401 Maximum Number, by Type, of Each Medical Marijuana Business Permitted to Operate within the City.

- (a) The maximum number of each type of medical marijuana business that shall be permitted to operate in the City at any one given time shall be as follows:

- (1) Cultivation: maximum of fifteen (15)
 - (2) Manufacturing: maximum of two (2)
 - (3) Transporting: maximum of two (2)
 - (4) Testing: maximum of two (2)
 - (5) Distribution: maximum of two (2)
 - (6) Dispensary: one for every thirteen thousand (13,000) residents, up to a maximum of two (2). The second dispensary permit would be available for potential issuance only when the City's population has reached twenty- six thousand (26,000) or more.
- (b) Section 5-6.401 is only intended to create a maximum number of medical marijuana businesses that may be issued permits to operate in the City under each category. Nothing in this Chapter creates a mandate that the City Council must issue any or all of the medical marijuana business permits potentially available.
- (c) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of cultivation permits which are authorized for issuance. The City Council, in its discretion, may determine by resolution that the number of cultivation permits should stay the same, or be expanded. In no event will the maximum number of cultivation permits issued by the City exceed thirty (30) permits. This paragraph is only applicable to the issuance of cultivation permits.

Section-5.402.- First Date the City Council May Issue Medical Marijuana Business Permits.

- (a) Dispensaries. The City Council shall be authorized to issue dispensary permits only after both of the following requirements have first been met:
- (1) The Department of Food and Agriculture of the State of California must have implemented the "Track and Trace" program required by Business and Professions Code section 19335.
 - (2) The City Council, after reviewing the state health and safety laws and regulations applicable to dispensaries, must have passed a resolution finding that dispensaries may be permitted within the City

because reasonably sufficient measures can be put into place to protect the citizens from negative health or safety impacts associated with the dispensary's operation.

- (b) All other medical marijuana businesses. The City Council may issue a permit to applicants selected according to the selection processes set forth herein at any time after the effective date of this Chapter.

Article 5. Application for Medical Marijuana Business Permit: Renewal Applications; and Effect of Revocation or Suspension of State License.

Sec. 5-6.501.- Initial Application Procedure.

- (a) The City Council shall adopt by resolution the procedures which will govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any medical marijuana business permit(s). The resolution shall authorize the City Manager or his or her designee to prepare the necessary forms, adopt any necessary rules, regulations and processes, solicit applications, conduct initial evaluations of the applicants, and to ultimately provide a final recommendation to the City Council.
- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process. An application shall not be deemed complete, and will not be processed, until the designated application fees have been paid. Once submitted, all fees shall be non-refundable.
- (c) After the initial review the City Manager or his designee will make a recommendation to the City Council, and the City Council shall make a final determination in accordance with Article 7.
- (d) **THE CITY'S RESERVATION OF RIGHTS:**

The City reserves the right to reject any or all applications. The City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other appropriate reasons for rejection, including but not limited to a failure to comply with any requirement of any State or local law, rule or regulation, an application **RISKS BEING REJECTED** for any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to this request for permit application.
- (4) Proposal contains excess or extraneous material not called for in the request for permit application.

Sec. 5-6.502.- Expiration of Medical Marijuana Business Permits. Each medical marijuana business permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Medical marijuana permits may be renewed as provided in Section 5-6.504.

Sec. 5-6.503.- Revocation of Permits. Medical Marijuana Business Permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to this Chapter.

Sec. 5-6.504.- Renewal Applications.

- (a) An application for renewal of a medical marijuana business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter. Once submitted to the City all fees shall be non-refundable.
- (d) An application for renewal of a medical marijuana business permit shall be rejected if any of the following exists:
 - (1) The application is filed less than sixty (60) days before its expiration.
 - (2) The medical marijuana business permit is suspended or revoked at the time of the application.

- (3) The medical marijuana business has not been in regular and continuous operation in the four (4) months prior to the renewal application.
 - (4) The medical marijuana business has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant to this Chapter.
 - (5) The permittee fails or is unable to renew its State of California license.
 - (6) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Chapter, of the City's Municipal Code, or of the state rules and regulations, or of any term or condition of the permit, and the City or state has determined that the violation is grounds for termination or revocation of the medical marijuana business permit.
- (e) The City Manager or his designee is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager or his designee is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager or his designee shall be handled pursuant to Article 6 of this Chapter.
 - (f) If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

Sec. 5-6.505.- Effect of state license suspension, revocation, or termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a medical marijuana business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a medical marijuana business, such revocation or termination shall also revoke or terminate the ability of a medical cannabis business to operate within the City of California City.

Article 6. Appeals.

Sec. 5-6.601.- Appeals from Decisions of the City Manager or his Designee under this Chapter. Unless specifically provided elsewhere to the contrary, whenever an appeal is

provided for in this Chapter from a decision of the City Manager or his or her designee, the appeal shall be conducted as prescribed in this Chapter.

Sec. 5-6.602.- Written request for Appeal.

- (a) Within ten (10) calendar days after the date of a decision of the City Manager or his designee(s) to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

Sec. 5-6.603.- Appeal Hearing.

- (a) Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo, and shall conduct the hearing pursuant to the procedures set forth by the City.
- (b) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- (c) At the hearing the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- (d) At the conclusion of the hearing the City Council may affirm, reverse or modify the decision appealed. The decision of the City Council shall be final.

Article 7. Permittee Selection Process.

Sec. 5-6.701.- Selection and Review of Finalists.

- (a) The City Council shall adopt by resolution a procedure by which the top thirty (30) applicants in the category of cultivation businesses, and the top three (3) applicants in each other category of medical marijuana business (other than cultivation) will be presented to the City Council for a final determination at a public hearing.
- (b) The top thirty (30) applicants in the category of cultivation businesses and the top three (3) applicants in each category of medical marijuana

business other than cultivation may be invited to attend the City Council meeting, where they will be expected to make a public presentation introducing their team and providing an overview of their proposal. In order to provide adequate time, presentations may be divided over more than one meeting over multiple days as determined to be necessary.

- (c) At least ten (10) days prior to the hearing, notice of the hearing shall be sent to all property owners located within three hundred (300) feet of the proposed business locations of each of the finalists to be considered by the City Council.
- (d) The City Council shall rank the final candidates and shall select the top candidate in each category of medical marijuana business, which candidate shall become the prevailing candidate. The City Council's decision as to the selection of the prevailing candidates shall be final.
- (e) Official issuance of the medical marijuana business permit, however, is conditioned upon the prevailing candidate obtaining all required land use approvals. Following the Council's selection, the prevailing candidate shall apply to the City's planning department to obtain any required land use approvals or entitlements for the permittee's location, if any. Land use approvals shall comply with all applicable provisions of CEQA. The City Manager shall formally issue the medical marijuana business permit once the City Manager and Chief of Police have both affirmed that all of the required land use approvals have been obtained.
- (f) Issuance of a medical marijuana business permit does not create a land use entitlement. The medical marijuana business permit shall only be for a term of twelve (12) months, and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Chapter and of the permit, have been complied with.
- (e) Notwithstanding anything in this Chapter to the contrary, the City Council reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a medical marijuana business permit until a permit is actually issued, and then only for the duration of the permit's term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Chapter.
- (f) If an application is denied, a new application may not be filed for one (1) year from the date of the denial.

- (g) Each person granted a medical marijuana business permit shall be required to pay the permit fee established by resolution of the City Council, to cover the costs of administering the medical marijuana business permit program created in this Chapter.

Sec. 5-6.702.- Permits Issued to Back-up Applicants.

The City Council reserves the right at any time, in its sole discretion, to simply restart the selection process over.

Alternatively, within eighteen (18) months following the issuance of any medical marijuana business permit, if any of the candidates chosen by the City Council to be permitted withdraws from the process or its application is terminated for any reason, the City Council may direct staff to determine whether the runner-up applicant (ranked next highest after those chosen for permitting in the same category) in that category, based on the final ranking of the finalist, still desires a permit. If the applicant still desires a permit, city staff shall proceed to hold a public hearing, which will include notice to surrounding property owners, to evaluate the runner-up candidate's application for potential issuance of a permit. The City will utilize the same process which was used for the applicants chosen to receive permits. Prior to the hearing, the runner-up applicant shall be required to complete any additional requirements, and to update any information from its original application, which the City Manager or his/her designee may determine is reasonably required to verify that the applicant still appropriately qualified and has met all requirements. The City Council shall then hold the public hearing and make a determination whether a permit should be issued to the runner-up applicant or be denied. If the Council determines a permit should be issued, the applicant shall be required to follow the same process for land use and zoning approvals, before a permit will officially be issued.

Notwithstanding the foregoing, the City shall have no obligation to offer the permit to the runner-up applicant if an applicant has withdrawn its application, or if the Council finds, based on substantial evidence that the applicant no longer qualifies, is in violation of state or local laws or regulations, or that it would not be in the community's best interest to grant the permit as a result of impacts on the community's health, safety or welfare.

Sec. 5-6.703.- Permits Awarded to the Same Permittee in More than One Category of Medical Marijuana Business.

The City Council may award more than one medical marijuana business permit to the same applicant, but only for different categories of activities, and only if it does not violate any state law restrictions on the total number and types of permit combinations that may be simultaneously held.

Sec. 5-6.704.- Prohibition on Transfer of Medical Marijuana Business Permits.

- (a) No person shall operate a medical marijuana business at any location other than the location specifically authorized and identified on the City issued medical marijuana business permit.
- (b) No person may transfer ownership or control of a medical marijuana business or transfer any medical marijuana business permit issued under this Chapter. Medical marijuana business permits are not a property right, and permittees have no economic interest in any permit issued to them. Permittees have no right to sell or transfer a medical marijuana business permit to another party, or to have the City Council consider whether they should authorize the transfer of a medical marijuana business permit to another party. Any attempt to transfer ownership of a medical marijuana business or of a medical marijuana business permit shall render the medical marijuana business permit void.
- (c) Any attempt to transfer a medical marijuana business permit or a medical marijuana business shall result in the medical marijuana business permit being declared immediately revoked and/or it is void and no longer of any effect.

In any situation where a permit has been lost as a result of an attempted transfer of the medical marijuana business permit or of the medical marijuana business, or as a result of the abandonment or revocation of the permit, any new permit shall be issued using the standard process for the issuance of permits in the first instance. No preference shall be given to any person proposed as new owner or assignee by the former permit holder. In such case, prior to accepting any new applications, the City shall post the availability of the medical marijuana business permit at issue on the City's website. The City Manager or his/her designee may take other actions to help ensure the broadest pool of applicants for the new permit.

Article 8. Requirements Before Permittee May Commence Operations.

Sec. 5-6.801.- City Business License. Prior to commencing operations a medical marijuana business shall obtain a City of California City business license.

Sec. 5-6.802.- Building Permits and Inspection. Prior to commencing operations a medical marijuana business shall be subject to a mandatory building inspection, and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), fire department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

Sec. 5-6.803.- Certification from Community Development Director. Prior to commencing operations, a medical marijuana business must obtain a certification from the Planning Director certifying that the business is located on a site that meets all of the requirements of the City's Zoning and Municipal Code, including Title 9, Chapter 2, Article 29 (Medical Marijuana Businesses).

Sec. 5-6.804.- Right to Occupy and to Use Property. As a condition precedent to the City's issuance of a medical marijuana business permit pursuant to this Chapter, any person intending to open and to operate a medical marijuana business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from another person, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the medical marijuana business on the owner's property.

Sec. 5-6.805.- Limitations on City's Liability. To the fullest extent permitted by law, the City of California City shall not assume any liability whatsoever with respect to having issued a medical marijuana business permit pursuant to this Chapter or otherwise approving the operation of any medical marijuana business. As a condition to the approval of any medical marijuana business permit, the applicant shall be required to meet all of the following conditions before they can receive the medical marijuana business permit:

- (a) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of California City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the medical marijuana business permit, the City's decision to approve the operation of the medical marijuana business or activity, the process used by the City in making its decision, the alleged violation of any federal, state or local laws by the medical marijuana business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city attorney.
- (c) Reimburse the City of California City for all costs and expenses, including but not limited to attorney fees and costs and court costs, which the City of California City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's medical marijuana business permit, or related to the City's approval of a medical marijuana activity. The City of California City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Article 9. Operating Requirements for All Medical Marijuana Businesses Permitted Under this Chapter.

Sec. 5-6.901.- Records and Recordkeeping.

- (a) Each owner and operator of a medical marijuana business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a medical marijuana business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each medical marijuana business shall file a sworn statement detailing the number of sales by the medical marijuana business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.
- (b) Each owner and operator of a medical marijuana business shall maintain a current register of the names and the contact information (including the name, address, telephone number, and percentage of ownership) of anyone owning or holding an interest in the medical marijuana business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the medical marijuana business. The register required by this paragraph shall be provided to the City Manager or his/her designee(s) upon a reasonable request. If at any time a corporation, LLC, company, trust or other entity holds an interest in a medical marijuana business, the register required by this paragraph shall also include the name and contact information of a person designated as being able to answer all questions on behalf of that entity, together with the name of every person holding an interest in that medical marijuana business. The designated representative shall provide whatever additional information the City Manager or his/her designee may reasonably request concerning the owners of that entity.
- (c) Each medical marijuana business shall maintain a record of all persons, patients, collectives and primary caregivers served by the medical marijuana business, for a period of no less than four (4) years.
- (d) All medical marijuana businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase by or distribution to a qualified patient or primary caregiver.

- (e) Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA) regulations, each medical marijuana business shall allow City of California City officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted medical marijuana activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City.

Sec. 5-6.902.- Security Measures.

- (a) A permitted medical marijuana business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing medical cannabis or medical cannabis products, and to deter and prevent the theft of medical cannabis or medical cannabis products at the medical marijuana business. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following:
 - (1) Preventing individuals from remaining on the premises of the medical marijuana business if they are not engaging in an activity directly related to the permitted operations of the medical marijuana business.
 - (2) Establishing limited access areas accessible only to authorized medical marijuana business personnel.
 - (3) Except for live growing plants which are being cultivated at a cultivation facility, all medical cannabis and medical cannabis products shall be stored in a secured and locked room, safe, or vault. All medical cannabis and medical cannabis products, including live plants which are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss, except for limited amounts of cannabis used for display purposes or for immediate sale at a dispensary.
 - (4) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the medical marijuana business which are open and accessible to the public, and all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis. The medical marijuana business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and the City's Police Department, and that it is

compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s) and to the City's police department. Video recordings shall be maintained for a minimum of ninety (90) days, and shall be made available to the City Manager or his designee upon request.

- (5) Sensors shall be installed to detect entry and exit from all secure areas.
 - (6) Panic buttons shall be installed in all medical marijuana businesses.
 - (7) Having a professionally installed, maintained, and monitored alarm system.
 - (8) Any bars installed on the windows or the doors of the medical marijuana business shall be installed only on the interior of the building.
 - (9) Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld.
 - (10) Each medical marijuana business shall have the capability to remain secure and operational during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- (b) Each medical marijuana business shall identify a designated security representative/liaison to the City of California City, who shall be reasonably available to meet with the City Manager, the City's Police Chief, or their designees, regarding any security related measures or and operational issues.
 - (c) As part of the application and permitting process each medical marijuana business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.
 - (d) The medical marijuana business shall cooperate with the City whenever the City Manager or his designee makes a request, upon reasonable notice to the medical marijuana business, to inspect or audit the

effectiveness of any security plan or of any other requirement of this Chapter.

- (e) A medical marijuana business shall notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
 - (1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee.
 - (2) Diversion, theft, loss, or any criminal activity involving the medical marijuana business or any agent or employee of the medical marijuana business.
 - (3) The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the medical marijuana business.
 - (4) Any other breach of security.

Sec. 5-6.903.- Restriction on Alcohol Sales.

No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the medical marijuana business.

Sec. 5-6.904.- Compliance with Laws.

It is the responsibility of the owners and operators of the medical marijuana business to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions which violate state law or local law with respect to the operation of a medical marijuana business. It shall be the responsibility of the owners and the operators of the medical marijuana business to ensure that the medical marijuana business is, at all times, operating in a manner compliant with all applicable state and local laws, the 2008 Attorney General Guidelines, any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the medical marijuana business permit. Nothing in this Chapter shall be construed as authorizing any actions which violate state law with regard to the operation of a medical marijuana business.

Sec. 5-6.905.- Fees and Charges.

- (a) No person may commence or continue any medical marijuana activity in the City, without timely paying in full all fees and charges required for the

operation of a medical marijuana activity. Fees and charges associated with the operation of a medical marijuana activity shall be established by resolution of the City Council which may be amended from time to time.

- (b) All medical marijuana businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each medical marijuana businesses shall be required to cooperate with City with respect to any request to audit the medical marijuana business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

Sec. 5-6.906.- Miscellaneous Operating Requirements.

- (a) Hours of Operation. Medical marijuana businesses operating as dispensaries may be open for access to the public only between the hours of 8:00 A.M. and 7:00 P.M. Monday through Saturday, and may not be open for access on Sundays.

Other medical marijuana businesses may operate only during the hours specified in the medical marijuana business permits issued by the City.

- (b) Restriction on Consumption. Cannabis shall not be smoked, ingested, used, or otherwise consumed on the property or premises of a medical marijuana businesses or elsewhere in the City of California City, other than within private residences.
- (c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a medical marijuana business permit, or on any of the vehicles owned or used as part of the medical marijuana business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each medical marijuana business shall have in place a point-of-sale tracking system to track and report on all aspects of the medical marijuana business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The medical marijuana business shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or his/her designee.
- (e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that

maintain operations in full conformance with the State and local regulations.

- (f) There shall not be a physician located in or around any medical marijuana business at any time for the purpose of evaluating patients for the issuance of a medical marijuana prescription or card.
- (g) Prior to dispensing cannabis or cannabis products to any person, the medical marijuana business shall obtain verification from the recommending physician that the person requesting cannabis or cannabis products is a qualified patient.
- (h) Emergency Contact. Each medical marijuana business shall provide the City Manager or his/her designee(s), and the City's Chief of Police, with the name, telephone number (including mobile number) of one or more on-site employee(s) or owner(s), to whom emergency notice can be provided at any hour of the day.
- (i) Signage and Notices.
 - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a medical marijuana business shall conform to the requirements of the California City Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.
 - (2) No signs placed on the premises of a medical marijuana business shall obstruct any entrance or exit to the building or any window.
 - (3) Each entrance to a medical marijuana business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the medical marijuana business is prohibited.
 - (4) Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No medical marijuana business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the medical marijuana business or elsewhere including, but not limited to, the public right-of-way.
 - (5) Signage shall not be directly illuminated, internally or externally, except that the name and address of the business may be

illuminated at night. No banners, flags, billboards or other prohibited signs may be used at any time.

- (6) Holders of medical marijuana business permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any medical marijuana business located in the City of California City utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising, anywhere in the state. This paragraph is not intended to place limitations on the ability of a medical marijuana business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(j) Minors.

- (1) Persons under the age of eighteen (18) years shall not be allowed on the premises of a medical marijuana business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a medical marijuana business who is not at least eighteen (18) years of age.
- (2) The entrance to the medical marijuana business shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the medical marijuana business.

- (k) Odor Control. Odor control devices and techniques shall be incorporated in all medical marijuana businesses to ensure that odors from marijuana are not detectable off-site. Medical marijuana businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the medical marijuana business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the medical marijuana business. As such, medical marijuana businesses must install and maintain the following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology:

- (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

- (2) An air system that creates negative air pressure between the medical marijuana business's interior and exterior, so that the odors generated inside the medical marijuana business are not detectable on the outside of the medical marijuana business.
- (l) Display of Permit and City Business License. The original copy of the medical marijuana business permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the medical marijuana business in a location readily-visible to the public.
- (m) Background Check. Every person listed as an owner, manager, supervisor, employee or volunteer, of the medical marijuana business must submit fingerprints and other information deemed necessary by the City Manager or his/her designee(s) for a background check by the California City Police Department. No person shall be issued a permit to operate a medical marijuana business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police, as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of California City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a medical marijuana business permit is submitted. If this amount is not sufficient, the applicant shall provide additional amounts that are necessary and if the applicant is unable to provide the additional amounts necessary to complete the investigation, the investigation shall cease and shall not continue until such additional amounts are paid. Upon completion of the investigation or in the event the applicant withdraws their application, any fees paid for this process will be deemed non-refundable.
- (n) Loitering. The owner and/or operator of a medical marijuana business, and the owner of the underlying parcel, shall prohibit loitering by persons outside the medical marijuana business, whether the loitering is occurring immediately outside the business or anywhere else on their property or parcel.
- (o) Permits and other Approvals. Prior to the establishment of any medical marijuana business or the operation of any such business, the person intending to establish a medical marijuana business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such medical marijuana business intends to establish and to operate.
- (p) If a medical marijuana business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), members of the applicant authorized to possess cannabis

shall sign an agreement with the medical marijuana business which states that members shall not distribute cannabis or cannabis products to non-members or in violation of the "Memorandum for all United States Attorneys," issued by the United States Department of Justice, from James M. Cole, Deputy Attorney General and any other applicable state and federal laws, regulations, or guidelines.

- (q) If the medical marijuana business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), the medical marijuana business shall terminate the membership of any member violating any of the provisions of this Chapter.

Sec. 5-6.907.- The City Manager or his/her designee may develop other medical marijuana business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare, provided that the City Council approves of the regulations before they are implemented.

Article 10. Additional Requirements for Dispensaries.

Sec. 5-6.1001.-. Operating Requirements.

- (a) Owners and Operators are required to verify the age and the necessary documentation of each customer to ensure the customer is not under the age of eighteen (18) years, and to verify that the potential customer has a valid doctor's recommendation. Doctor recommendations are not to be obtained or provided at the dispensary.
- (b) Entrances into the dispensary shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the dispensary, to separate it from the reception/lobby area. Individuals must show their cannabis card in order to gain access into the dispensary.
- (c) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities.
- (d) Dispensaries may have on-site, in the retail sales area of the dispensary, only that quantity of cannabis and cannabis products reasonably anticipated to meet the daily demand readily available for sale.
- (e) At no time shall cannabis or cannabis products be donated or given away, unless it is for a valid medical purpose and pursuant to a program authorized in writing in advance by the City.

- (f) All restroom facilities shall remain locked and under the control of management.

Article 11. Additional Requirements for Cultivation Facilities.

Sec. 5-6.1101.- Operating Requirements.

- (a) **Outdoor Cultivation Prohibited.** The cultivation of all cannabis must occur indoors, and only in a facility holding a valid medical marijuana business permit from the City under this Chapter. All outdoor cultivation is prohibited.

The above restriction against outdoor cultivation specifically includes, but is not limited to, a prohibition on the outdoor cultivation of any plants which an individual may be growing for his/her personal use, if the growth of plants for personal use is authorized under state law.

- (b) In no case shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) **Association with Dispensaries.** If a dispensary is authorized to include cultivation activities, the dispensary may have only one cultivation site upon which cannabis is cultivated, produced, stored, harvested, manufactured, or packaged, and each dispensary and cultivation site must be separately permitted pursuant to this Chapter.
- (d) If the medical marijuana business permitted by the City as a cultivator is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), the medical marijuana business shall not allow more medical cannabis plants or plants per member of a medical marijuana business than the amounts permitted pursuant to State law, to be cultivated at the medical marijuana business premises.
- (e) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.
- (f) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (g) In no case shall any hazardous, flammable or explosive substances be used to process or manufacture cannabis products on site.

- (h) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the medical marijuana business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (i) All applicants for a cannabis cultivation permit shall submit the following in addition to the information generally otherwise required for a medical marijuana business:
 - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities (indoor, mixed-light) and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting (indoor, mixed-light).
 - (2) A description of a legal water source, irrigation plan, and projected water use.
 - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - (4) Plan for addressing odor and other public nuisances which may derive from the cultivation site.

Article 12. Additional Requirements for Delivery Services.

Sec. 5-6.1201.- Permitted; Association with Dispensaries. Mobile delivery of cannabis shall be permitted pursuant to this Chapter. A mobile delivery service may operate only as a part of and in conjunction with a dispensary permitted pursuant to State law and by the City pursuant to this Chapter. Delivery of cannabis from a dispensary permitted pursuant to this Chapter can only be made in a city or county that does not expressly prohibit it by ordinance.

Article 13. Additional Requirements for Manufactured Cannabis.

Sec. 5-6.1301.- Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products. The manufacturing of food or other products infused with or which otherwise contain cannabis may be manufactured within the appropriate manufacturing zoning districts as described in Title 9, Chapter 2, Article

29, subject to the regulations set forth in this Chapter, and subject to whatever additional regulations may be promulgated hereunder by an ordinance or resolution of the City Council.

Sec. 5-6.1302.- Packaging and Labeling.

- (a) Before a medical marijuana manufacturer delivers any edible cannabis or edible cannabis product to a dispensary, the same shall be labeled and placed in tamper-evident packaging which at least meets the requirements of California Business and Professions Code section 19347, as the same may be amended from time-to-time or superseded or replaced by subsequent State legislation or by any department or division of the State of California.
- (b) All items to be sold or distributed shall be individually wrapped at the original point of preparation by the business permitted as a medical marijuana manufacturer.
- (c) Labeling must include a warning if nuts or other known allergens are used, and must include the total weight (in ounces or grams) of cannabis in the package.
- (d) A warning that the item is a medication and not a food must be clearly legible on the front of the package.
- (e) The package must have a label warning that the product is to be kept away from children.
- (f) The label must also state that the product contains cannabis and must specify the date of manufacture.
- (g) Any edible cannabis product that is made to resemble a typical food product must be in a properly labeled opaque (non-see-through) package before it leaves the medical marijuana manufacturing business.
- (h) Deliveries must be in a properly labeled opaque package when delivered.
- (i) The City Council may impose additional packaging and labeling requirements on cannabis or cannabis products by resolution, as permitted by law.

Article 14. Application of Chapter; Other Legal Duties.

Sec. 5-6.1401.- Promulgation of Regulations and Standards.

- (a) In addition to any regulations adopted by the City Council, the City Manager or his/her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of medical marijuana business permits, the ongoing operation of medical marijuana businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter, provided such regulations are approved by the City Council before they are implemented.
- (b) Regulations shall be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Medical marijuana businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or his designee.

Sec. 5-6.1402. Community Relations.

- (a) Each medical marijuana business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the medical marijuana business can be provided. Each medical marijuana business shall also provide the above information to all businesses and residences located within two hundred (200) feet of the medical marijuana business and shall provide opportunity for those businesses and residents within two hundred (200) feet to visit and to tour the medical marijuana business at least once on a mutually convenient date and time. Any additional request shall be at the sole discretion of the cannabis business operator.
- (b) During the first year of actual operation of a marijuana business pursuant to this Chapter, the owner, manager, and community relations representative from each medical marijuana business holding a permit issued pursuant to this Chapter shall attend a quarterly meeting with the City Manager or his/her designee(s) to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such medical marijuana business shall meet with the City Manager or his/her designee(s) when and as requested by the City Manager or his/her designee(s).
- (c) Medical marijuana businesses to which a permit is issued pursuant to this Chapter shall develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to marijuana, and that identifies resources available to youth related to drugs and drug addiction.

Sec. 5-6.1403.- Fees Deemed Debt to City of California City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of California City that is recoverable via an authorized administrative process as set forth in the Municipal Code, or in any court of competent jurisdiction.

Sec. 5-6.1404.- Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of California City, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the medical marijuana business whether or not said violations occur within the permit holder's presence.

Sec. 5-6.1405.- Inspection and Enforcement.

- (a) The City Manager or his/her designee(s) are charged with enforcing the provisions of the California City Municipal Code, or any provision thereof, may enter the location of a medical marijuana business at any time during the hours of operation without notice, and inspect the location of any medical marijuana business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.
- (b) It is unlawful for any person having responsibility over the operation of a medical marijuana business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a medical marijuana business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a medical marijuana business under this Chapter or under state or local law.
- (c) The City Manager or his/her designee(s) charged with enforcing the provisions of this Chapter may enter the location of a medical marijuana business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of California City shall be logged, recorded, and maintained in accordance with California City Police Department standards for evidence.

Sec. 5-6.1406.- Concurrent Regulation with State. It is the stated intent of this Chapter to regulate medical marijuana activity in the City of California City concurrently with the state of California.

Article 15. Violations and Enforcement.

Sec. 5-6.1501.- Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

Sec. 5-6.1502.- Each violation a separate offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the California City Municipal Code. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of California City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the medical marijuana business or persons related to, or associated with, the medical marijuana activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, his/her designee, or the Chief of Police, may take immediate action to temporarily suspend a medical marijuana business permit issued by the City, pending a hearing before the City Council.

Sec. 5-6.1503.- Criminal Penalties.

Each and every violation of the provisions of this Chapter may be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the county jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Sec. 5-6.1504.- Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section,

subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

SECTION 5. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the _____, a newspaper of general circulation printed and published in the County of Kern and circulated in the City of California City and hereby designated for that purpose by the City Council.

This Ordinance was introduced and read by title only on the ____th day of _____, 2016 and was passed and adopted on this ____th day of _____, 2016 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM:

Denise Hilliker, City Clerk

Christian Bettenhausen, City Attorney

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

I, _____, City Clerk of _____, do hereby certify that the foregoing ordinance was introduced on the _____th day of _____, 2016, was regularly adopted at a meeting thereof on the _____th day of _____, 2016 and was published/posted pursuant to law.

Denise Hilliker, City Clerk



City Council

Meeting Date: September 13th 2016

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Fire Station Construction – Change Work Order Doors

Background:

We have come to Council tonight to discuss a Change Work Order on the Fire Station apparatus bay doors (front bi-fold). We are now being told that the structural component (door frames) were not designed and engineered to hold the weight of the bi-fold doors. We are researching where this error occurred and why the building manufacturer wasn't made aware and why it wasn't included in the final plans or bid. These doors have been in the plan since the beginning however, on the final bids they were listed an "alternative" for Council to consider and a way to enhance the appearance of the Station.

The additional work needed to construct the framing will total: \$16,739.59 and this work will take 3 weeks. The doors will then be measured and ordered, taking another 10 weeks. (Total 13 weeks) this will push the project completion into December. We need to make a decision in order for the project to continue.

Option 1: Approve the Change Order and the Fire Chief will present funding options within the FY 16/17 budget, again absorbing increased unanticipated costs;

Option 2: Cancel Change Work Order # 3; (alternate # 1) Bi-Fold Doors (already funded) and direct the contractor to order and install "roll up" doors to match the rear of the Station. Savings of \$97,971.22, plus the cost of 2 additional "roll up" doors and openers.

Recommendation:

Council to discuss and give staff direction

Fiscal Impact: Option 1 \$ 16,739.59 (TBD)

Option 2 potential savings + cost of 2 roll up doors and openers.

The Interim finance director has reviewed the staff report and finds the recommendation to be within the budget constraints of the Department.

Prepared By: Jeff Armstrong, Fire Chief on 9/8/2016

CB3.



PH# 661-949-3205

FAX# 661-949-3235

CONTRACTORS LICENSE #567084

ARCHITECT: Helt Engineering - Attn: Miguel Pantoja

OWNER: California City - Attn: Joe Barragan

CHANGE ORDER #: 19-R

DATE: 9/7/2016

JOB #: 15413

DESCRIPTION: Furnish & Install Steel Supports for the 2- four fold doors at the West side of the Bldg as requested by the City and detailed by Structural Engineer (Bangi Engineering). Excludes Finishing Ex: Painting, Etc. Included R&R wood framing at both corners

PROJECT: Cal-City Fire Station #190

LABOR

LABOR BURDEN

EQUIPMENT

MATERIALS

CLEAN UP

1 Man 2 hrs at \$69 per hr

\$ 138.00

SUBTOTAL G.C.

MARK-UP

10%

G.C. SUBTOTAL

\$ 138.00
\$ 13.80
\$ 151.80

SUBCONTRACTOR:

American Welding

SUBCONTRACTOR:

Builders Unlimited

\$ 12,797.00
\$ 1,910.84

SUBTOTAL SUBCONTRACTORS

GENERAL LIABILITY 1%

SUBCONTRACTOR SUBTOTAL

MARK-UP ON SUB 10%

G.C. SUBTOTAL

TOTAL (GC SUBTOTAL + SUBCONTRACTOR SUBTOTAL)

BOND 1.50%

TOTAL CHANGE ORDER AMOUNT

SUBMITTED BY: Craig Fries

\$ 14,707.84
\$ 147.08
\$ 14,854.92
\$ 1,485.49
\$ 151.80
\$ 16,492.21
\$ 247.38
\$ 16,739.59

APPROVED BY:

DATE:

American Welding, Inc.
41614 102nd Street East
Palmdale, CA 93591
Office: 661-944-1910
Fax: 661-944-3039
License #838937

Change Order #3

Customer Name/Address:
Medallion Contracting, Inc. 41765 12th Street West, Suite G Palmdale, CA 93551 Contact: Craig Fries Cell: 575-5962

Date	Change Order #
9/6/2016	1284

Description	Total
<p>PROJECT: California City Fire Station LOCATION: Fire Station 190, 20890 Hacienda Blvd, California City, Ca 93505</p> <p>Provide shop drawings for approval prior to fabrication. Fabricate, primer paint, install, and field weld the following items: 3pc 6" x 6" x 1/4" x 17' tall tube steel columns, 5pc 6" x 6" x 1/4" x 15' tall tube steel columns, and 2pc 6" x 6" x 1/4" x 17' long tube steel header beams.</p> <p>EXCLUSIONS: Finish paint, galvanizing, Bi-fold doors and install of Bi-fold doors, demo, and anything not specifically mentioned in this proposal.</p> <p>STANDARD EXCLUSIONS: Anything that is not specifically mentioned in this change order.</p>	12,797.00
Total	\$12,797.00

Acceptance Signature _____ Date _____

American Welding, Inc. Approval _____ Date _____

NO MATERIAL OR SERVICES WILL BE PROVIDED UNTIL A SIGNED COPY OF THIS CHANGE ORDER IS RECEIVED BY AMERICAN WELDING, INC.
BY SIGNING THIS CHANGE ORDER YOU ARE HEREBY ENTERING INTO A CONTRACT BETWEEN YOU AND AMERICAN WELDING, INC.



PH# 661-949-3205

FAX# 661-949-3235

CONTRACTORS LICENSE #567084

ARCHITECT: Helt Engineering - Attn: Miguel Pantoja

OWNER: California City - Attn: Joe Barragan

CHANGE ORDER #: 3

DATE: 5/23/2016

JOB #: 15413

DESCRIPTION: Per City's request: Provide cost to add 2 four fold doors,
provide cost, 6' wrought iron fence, with gate and motor, provide cost
to construct concrete light standards, provide cost to install radiant heaters
in truck bay, provide cost to furnish & install bike rack (Title 24 Req.)

Note: All Electrical/Low Voltage/Controls to be provided by City,
Terminates/Anchors bolts for light standards to be provided by City

PROJECT: Cal-City Fire Station #190

ALTERNATE #1	2 - Four Fold Apparatus Door & 2- Motor operated Overhead doors
ALTERNATE #3	Wrought Iron Fence, rolling gate & auto door opening system
ALTERNATE #4	Concrete Light Standards
ALTERNATE #6	Radiant Tube Heater System in Truck Bay
ALTERNATE #7	Bike Rack

\$	97,971.22	✓
\$	32,715.00	
\$	12,337.50	✓
\$	24,750.00	
\$	904.19	
\$	168,677.91	
\$	168,677.91	
\$	168,677.91	

SUBTOTAL SUBCONTRACTORS

GENERAL LIABILITY

SUBCONTRACTOR SUBTOTAL

MARK-UP ON SUB

G.C. SUBTOTAL

BOND

TOTAL

SUBMITTED BY: Craig Fries

APPROVED BY:

DATE:

→ Alt 1,4 Approved on 6/28

Space Limitations?



Opening to Your Standards.

INTRODUCING: **FOUR-FOLD XT™**



Door Engineering introduces their new Four-Fold XT™. Limited space in the apparatus bay can be concerning, but with Door Engineering's new inside-out design it is no longer an issue. The Four-Fold XT™ operator is interior mounted while the door panels fold to the exterior. This eliminates the bay space that is needed with the regular Four-Fold design.

FEATURES

The Four-Fold XT™ door system is still built with all the benefits of our standard Four-Fold door. The heavy-duty design and construction of our Four-Fold door enables it to function under high cycle and other severe conditions, which create chronic service and maintenance problems for the conventional door alternatives.

**Now You Have
OPTIONS**

**Opening horizontally, and in less than seven seconds,
means faster and safer utilization for your vehicles.**

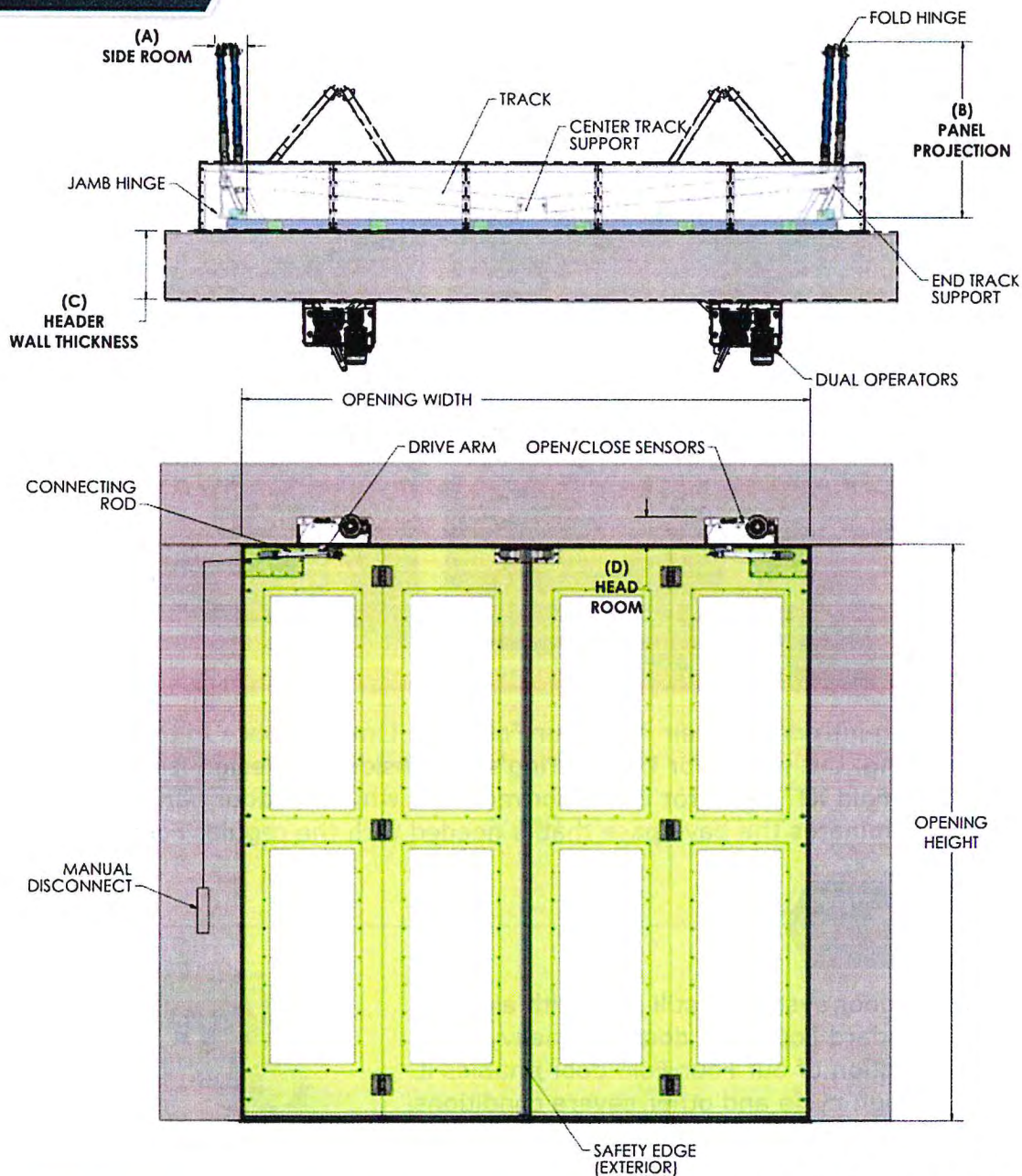
doorengineering.com

400 West Cherry Street | P.O. Box 5 | Kasota, Minnesota 56050
Ph (507) 931.6910 | TF (800) 959.1352 | F (507) 931.9318

Opening to Your Standards.

FOUR-FOLD XT™

PLAN VIEW



OPENING WIDTHS	APPROX. CLEARANCES				MAX TIME TO OPEN	MOTOR HP	OPERATOR STYLE
	A	B	C	D			
7'-6" to 10'-6"	12"	1/4"	8"-20"	10"	6.6 sec	3/4	XT1
10'-6" to 16'-6"	12"	OPENING	8"-20"	10"	10.6 sec	3/4	XT2
16'-6" to 20'-0"	12"	PLUS 12"	8"-20"	10"	13.2 sec	1	XT3

This layout is designed as a guide for required clearances for our typical Four-Fold Door Systems. Contact us to discuss the wide variety and options available for custom clearance requirements or nonstandard opening sizes.
PATENT PENDING.

City Council

Meeting Date: September 13th, 2016

TO: Mayor and Council

FROM: Tom Weil, City Manager

Subject: EDC FY16/17 Budget

Background:

The California City EDC has completed its budget projections for the FY16/17 year based on the \$15,000 dollars funding that has been recently allocated by the City Council in the City's FY16/17 budget adopted June 28, 2016. They are requesting your review and approval in order for funding to be disbursed.

Recommendation:

Council review and approve the EDC Budget as requested.

Fiscal Impact: \$15,000 Line Item 10-4151-631

The Interim Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department

Environmental Impact: None

CB 4.

CCEDC Fixed Costs Yearly 2015/2016--July 1'15 to Jun 30'16

Charter Communications		\$1,823.31
City Hardware		\$162.18
City of California City		\$1,133.42
Foremost Insurance Company Grand Rapid, M		\$1,110.00
Franchise Tax Board		\$105.00
Reyna Miranda		\$875.00 (Janitorial Services)
Secretary of State		\$20.00
So Cal. Edison		\$1,202.46
Sundance MediaCom		\$1,285.00 (Web Site Management)
The Gas Company		\$530.20
Thugs to Bugs Pest Control		\$100.00
Waste Management		\$401.81
Taxes Preparation		\$1,000.00
Total		\$7,588.38
Chamber contribution		\$2,250.00
	CCEDC pays out	\$5,338.38 + or - \$1,000.00

CC EDC Funding Request
Budget year 2016/17

<u>Budget Line Item</u>	<u>Budget 2016/17</u>	<u>Remarks</u>
New Media Products	3,825.00	Purchase 4 panel display plus two pull ups
Insurance	1,030.00	To pay in Oct 2016
General Building OPS	3,850.00	Covers Utility costs only
Mtgs/Seminars/Training	925.00	Continued access to professional Mtgs
Confer. Rm/Media Upgrades	345.00	Conference call System
Office Supplies/postage	860.00	paper/ink/postage etc
Travel Expenses	2,000.00	Pays for mileage/hotels/Misc.
Building/Equipment Repairs	350.00	Basic incidental building fixes, lights, bathroom toilets etc
Advertising	990.00	Ad Campaigns/Materials and community out reach
Professional Subscr/membership	<u>825.00</u>	

Estimated budget Costs: 15,000.00

Request a one time lump sum of \$15,000 for the 2016/2017 budget year.

**STAFF REPORT
For
City Council**

Council Meeting Date: September 13, 2016

To: Mayor and City Council

From: Chief Eric Hurtado

Subject: Off-Highway Motor Vehicle Recreation Grant - Budget

Background: The California City Police Department submitted several OHMVR grants for the upcoming year (October 1, 2016 – September 30, 2017) and was awarded a total of \$583,515 for three (3) Grants. The grants would replace existing OHMVR Grants that will expire September 30, 2016.

Law Enforcement #16-4227 (\$128,595): To supply partial salaries and overtime, fuel, vehicle repairs & maintenance, utilities, air-support rental, and partial truck payment.

Ground Operations #16-4228 (\$417,068) Personnel & equipment to maintain dirt routes for Emergency Response vehicles & OHV's, install and maintain "No Trespassing" signage in the second community to prevent off route travel, utilities used at Borax Bill, partial payment of Dump truck, payment for replacement work truck.

Education & Safety #16-4229 (\$37,852) Medical supplies, partial contract services for 1st Aid Medical Director, purchase of Emergency Contact Cards, Safety Devices, AED's, and thermal imaging device.

Staff has prepared new Budgets for the replacement OHMVR Grants (See attached).

Recommendations: Accept staff recommendations for new OHV Budgets.

Fiscal Impact: \$583,515 from OHMVR Grant.

The Interim City Finance Director has reviewed this staff report and finds the recommendations to be within the budget constraints of the department.

Environmental Impact: None

CB5.



CITY OF CALIFORNIA CITY
2016-17
EXPENDITURE BUDGET
Law Enforcement G15 - 4227

ACCOUNT NO.		FUND - 16-4227				PROPOSED BUDGET 2016-17
	Personnel Services					
110	Regular Salaries					23,207
111	Straight Overtime					300
112	Premium Overtime					42,308
120	Temporary/Part Time					9,323
132	Medicare					1,204
133	Cafeteria Plan					3,657
134	Retirement					3,631
135	Unemployment Insurance					162
136	Worker's Comp					6,471
	Total Personnel Services					90,263
	Operations and Maintenance					
241	Office Supplies					600
253	Vehicle Equipment					1,800
254	Vehicle Operation/Maintenance					4,300
255	RSI Fuel					4,000
281	Electricity					3,000
287	Water					2,100
630	Other Contracts					14,000
	Total Operations and Maintenance					29,800
	Capital Outlay					
740	Equipment					4,800
	Total Capital Outlay					4,800
	Debt Service					
810	Loan Payment					3,732
	Total Debt Service					3,732
	4227 DEPARTMENT TOTAL					128,595

FY 2016-17 FUNDING SOURCES

Grant Reimbursement	\$128,595	100%
Total	\$128,595	100%



CITY OF CALIFORNIA CITY
2016-17
EXPENDITURE BUDGET
Ground Operations G1S - 4228

ACCOUNT NO.						PROPOSED BUDGET 2016-17
FUND - 16-4228						
	Personnel Services					
110	Regular Salaries					142,678
111	Straight Overtime					200
112	Premium Overtime					13,011
120	Temporary/Part Time					0
132	Medicare					2,069
133	Cafeteria Plan					54,750
134	Retirement					13,753
135	Unemployment Insurance					1,463
136	Worker's Comp					19,996
Total Personnel Services						247,920
	Operations and Maintenance					
140	Uniforms/Safety Equipment					1,350
241	Office Supplies					1,200
254	Vehicle Operation/Maintenance					9,600
255	RSI Fuel					9,000
281	Electricity					1,200
287	Water					5,100
450	Special Department Supplies					39,920
630	Other Contracts					61,978
Total Operations and Maintenance						129,348
	Capital Outlay					
740	Equipment					39,800
Total Capital Outlay						39,800
	Debt Service					
810	Loan Payment					0
820	Interest					0
Total Debt Service						0
4228 DEPARTMENT TOTAL						417,068
FY 2016-17 FUNDING SOURCES						
Grant Reimbursable				\$417,068	100%	
Total				\$417,068	100%	



CITY OF CALIFORNIA CITY
2014-15
EXPENDITURE BUDGET
Education and Safety G15- 4229

ACCOUNT NO.		FUND - 16-4229				PROPOSED BUDGET 2016-17
	Personnel Services					
110	Regular Salaries					
111	Straight Overtime					
112	Premium Overtime					
120	Temporary/Part Time/Overtime					
132	Medicare					
133	Cafeteria Plan					
134	Retirement					
135	Unemployment Insurance					
136	Worker's Comp					
Total Personnel Services		0	0	0	0	0
	Operations and Maintenance					
140	Uniforms/Safety Equipment					8,000
450	Special Dept Supplies					8,000
480	Medical Supplies					12,680
630	Other Contracts					2,172
Total Operations and Maintenance		0	0	0	0	30,852
	Capital Outlay					
740	Purchase of Equipment	0	0		0	7,000
Total Capital Outlay		0	0	0	0	7,000
	Debt Service					
810	Principal	0	0	0	0	0
820	Interest	0	0	0	0	0
Total Debt Service		0	0	0	0	0
4229 DEPARTMENT TOTAL		0	0	0	0	37,852
<u>FY 2014-15 FUNDING SOURCES</u>						
Grant Reimbursable					\$37,852	100%
Total					\$37,852	100%

City Council

Meeting Date: September 13th, 2016

TO: Mayor and Council

FROM: City Manager

Subject: Community Art

Background: The City Council has asked staff to work to develop both an application and agreement for the display of public art on city properties such as West Way and College Park Stations, City Hall, Airport, and the Sprague Building. Attached are the Public Artwork Display Agreement and the Public Artwork Display Application for your review and approval. The California City Chamber and California City Arts Commission will work with City Staff for the review and placement for such artistic displays.

Recommendation:

Staff feels this is a great opportunity for our community and that a format for display and oversight be developed between the California City Chamber, the City, and prospective artists and recommends that Council approve the application and agreement for such displays as presented.

Fiscal Impact: N/A

The Interim Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department

Environmental Impact: None

CBG.



PUBLIC ARTWORK DISPLAY APPLICATION

Artwork Owner's Name:

Owner's Address:

Owner's Phone:

Owner's Email:

General Description of Artwork:

Height:

Width:

Weight:

Construction Materials:

Desired Location for Display:

Desired Duration of Display Period:

Picture of Artwork Attached? Yes _____ No _____

Liability Insurance:

Carrier:

Policy #:

PUBLIC ARTWORK ENCROACHMENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between _____, an individual, hereinafter referred to as "OWNER," and the CALIFORNIA CITY, a California municipal corporation, hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, OWNER desires to display the piece of artwork ("Artwork") described in EXHIBIT A within the CITY; and

WHEREAS, CITY desires to allow OWNER to display the Artwork on a portion of City property located at _____ ("Property") and described in EXHIBIT B.

NOW, THEREFORE, in consideration of the premises and promises hereinafter made, said parties hereby agree as follows:

1. CITY hereby grants OWNER an exclusive right of encroachment over the portion of the Property described in EXHIBIT B for the purpose of installing and maintaining a piece of art. CITY grants OWNER a revocable license for the installation, maintenance, modification, and/or removal of the artwork. This Agreement does not create any ownership interest in the Property for OWNER.
2. The installation, maintenance, modification, or removal of the Artwork shall be at the sole expense of OWNER and at no expense to CITY. OWNER shall be responsible for the Artwork and shall not be responsible for the Property in any other way. In the event that CITY desires or needs to repair the Property in a way that will affect OWNER'S artwork, CITY shall meet and confer with OWNER prior to the commencement of such modifications or repairs.
3. OWNER will maintain the artwork in a safe and good condition at no expense to CITY.
4. OWNER agrees not to interfere with CITY'S access of the Property unless necessary for the installation, modification, maintenance, or removal of the artwork. OWNER shall notify CITY prior to the commencement of such work if it anticipates that such work will interfere with CITY or the public's access.
5. The term of this Agreement shall become effective as of the date of _____, 20__ and shall be in effect until _____ 20__. The Artwork will remain displayed for a minimum of ____ years, unless otherwise

determined by CITY and OWNER. If OWNER decides for any reason to remove the Artwork from the Property, Owner shall restore the Property to at least as good a condition as existed at the commencement of this Agreement and this Agreement shall terminate thereafter.

6. OWNER shall indemnify and save harmless CITY from and against any and all claims, demands, losses, expenses or liabilities of any kind or nature which CITY may sustain or incur or which may be imposed upon any of them for injury to or death of any person(s), or damage to any property as a result of, or arising out of, the negligent actions of OWNER, its officers, agents, or employees connected with this Agreement.
7. OWNER shall maintain general liability insurance with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence, during the time that the Artwork is displayed at the Property. The CITY shall be named as an additional insured under the terms of this policy.
8. This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assignees of the respective parties.
9. This is the entire agreement of the parties relating to the encroachment area. Any modifications to this Agreement must be in writing and signed by all parties.
10. This Agreement is governed by the laws of the State of California.
11. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. In consideration for placing artwork on CITY property, OWNER unconditionally RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the CITY, its officers, officials, employees and volunteers (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by OWNER, OWNER'S heirs, next of kin, and any other person, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES, or otherwise, as a result of OWNER'S use of CITY property.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____
day of _____ 20__.

CITY OF CALIFORNIA CITY

OWNER

By: _____
Tom Weil
City Manager

By: _____
(name)
Owner

APPROVED AS TO FORM

Christian L. Bettenhausen, City Attorney

Exhibit A
Description of Artwork

Exhibit B
Description of Portion of Property

STAFF REPORT
For
City Council

Council Meeting Date: September 13, 2016

To: Mayor and City Council
From: Chief Eric Hurtado
Subject: Replacement of Hand-Held RADAR unit

Background: The California City Police Department purchased a hand-held Falcon Kustom Signals stationary RADAR unit in 1992. The hand-held unit has been maintained since then and was used to enforce speed laws throughout California City.

This model is no longer supported and is currently not working. The Police Department has located a newer model stationary RADAR unit to replace the older one. The new unit is a STALKER II Stationary RADAR (See attached quote) for \$1,519.63. This unit is available from Applied Concepts, inc. We have purchased 4 other RADAR units from Applied Concepts, inc. and have good customer service from them for years.

The RADAR units are tested by a 3rd party certified laboratory annually to ensure the device is working properly. This annual certification will cost approximately \$100 plus cost of any repairs. The California Vehicle Code requires the unit is tested by a 3rd party once every 3 years. Most California Agencies adopted the annual testing policy to maintain a higher standard.

This unit would commonly be used along long stretches of roadway where the patrol vehicle would be parked on the side of the road to monitor and enforce speed laws.

The funding would come from Fund expense line item of 26-4214-450 with a current balance (07/31/16) of \$8,000.00.

Recommendations: Permit the purchase of a STALKER II Radar unit from Applied Concepts, inc. for \$1,519.63.

Fiscal Impact: \$1,519.63 will come from Fund 26-4214-450.

The Interim Finance Director has reviewed this staff report and finds the recommendations to be within the budget constraints of the department.

Environmental Impact: None

NBI.

1992 KUSTOM FALCON



Replacement STALKER II





applied concepts, inc.

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Mike Scaglione
972-801-4856

QUOTE
2003288

Page 1 of 1

Date: 08/18/16

Reg Sales Mgr: Brian Wong
310-429-0519

Effective From : 08/18/2016

Valid Through: 11/16/2016

Lead Time: 21 working days

Bill To: California City Police Dept 21130 Hacienda Blvd California City, CA 93505-2206	Customer ID: 018017 Accounts Payable	Ship To: California City Police Dept 21130 Hacienda Blvd California City, CA 93505-2206	UPS Ground Sergeant Jesse Hightower
---	---	---	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	803-0005-00	Stalker II Stationary Radar (SDR)	24	\$1,395.00	\$1,395.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0673-00	Stalker II Stationary		\$0.00
2	2	200-0944-02	Battery Handle (CE) for Lidar X, Stalker II, Pro II		\$0.00
3	1	200-0839-00	Desktop Charger for LI-ON Battery Handle		\$0.00
4	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
5	1	155-2232-00	Power Cable W/Cigarette Plug		\$0.00
6	1	200-0676-00	Stalker II SDR User Manual		\$0.00
7	1	011-0068-00	Stalker II SDR Quick Reference		\$0.00
8	1	035-0372-01	Hard Case w/Shipping Box, Sport2/Pro II/SDR		\$0.00
9	1	060-1000-24	24-Month Warranty		\$0.00
Group Total					\$1,395.00

Product	\$1,395.00	Sub-Total:	\$1,395.00
Discount	\$0.00	Sales Tax 7.5%	\$104.63
Payment Terms: Net 30 days		Shipping & Handling:	\$20.00
		Total:	\$1,519.63

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) Purpose. The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "Products") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "we," "us," "our," etc.) and purchased by the purchaser ("you," "your," etc.).
- (2) Price and Product Changes; Errors. Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) Cancellation. Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) Delivery. Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) Returns. We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@a-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) Payment. You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) Proprietary Information. We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) Warranty. We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. *Any attempt to repair a Product on your own will void this warranty.*

- (9) Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.

(10) Miscellaneous

- a) Force Majeure. We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- b) Assignment. You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
- c) Jurisdiction. Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
- d) Severability. In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.

City Council

Meeting Date: September 13, 2016

To: Mayor and Council

From: Detective John Boston / Fire Chief Armstrong

Subject: Public Safety Gym Equipment & Air Conditioning

Background:

Members of the California City Police Department and California City Fire Department have been utilizing the gym located at the police station in an effort to maintain good physical condition. Police department staff work out prior to the beginning of shift or after shift. Fire department staff utilizes the gym during their 48 hour shifts. Some of the gym equipment is old and outdated and needs to be replaced. In an attempt to bring the gym up to modern working condition, we are asking the City Council for \$17,600.00 for the installation of air conditioning and to purchase some new gym equipment.

Studies have shown that police and fire department employees who stay in good physical condition reduce the risk of career-ending or long term injuries. The studies have also shown that officers and firefighters who stay in shape have a lower risk of heart disease and other serious health issues.

The Criminal Justice System in California has almost completely abolished the parole system and is failing to imprison violent offenders with lengthy prison sentences. In return the State provides some California cities with funds (AB109) for training to help handle the growing population of violent offenders being released from prison. Many inmates spend their entire incarceration working out and getting stronger. They also talk to each other and come up with new ways to ambush and possibly even kill any law enforcement officer who tries to arrest them once they are released.

In the past month there have been certain groups encouraging people to target police. There have been two violent shootings, the Dallas shooting and the Baton Rouge shooting resulting in the deaths of 9 police officers with many other officers gravely injured. These are not the only violent attacks in recent times that have taken the lives of police officers. Across the United States, the number of police officers targeted has increased.

It is for these reasons we are asking for AB109 funds to help us be physically prepared so we are successful when dealing with criminal offenders.

There is currently \$104,914.49 available in account 28-03110(including unspent funds of \$42,414.49 from last year). The police department requests \$17,600.00 be transferred from account 28-03110 to the FY 2016-17 AB109 account number 28-4221-740 with a

NB2.

current balance of \$6,441.00. This would leave \$87,314.00 in account 28-03110 (with \$24,814.49 unspent funds from FY 2015-16) and bring the balance to \$24,041 in account 28-4221-740.

Below is a list of equipment bids and further in this staff report bids for air conditioning for the gym. We will continue to utilize some current gym equipment and the new gym equipment will improve work-out efficiency.

- 1) Fitness Depot \$10,663.22
- 2) Pro Gym Supply \$11,030.75
- 3) CGS \$11,106.57

Although CGS is approximately \$443.35 more than the lowest bid, we request purchasing the equipment from this supplier. CGS is based in Los Angeles County and offers a better warranty. CGS can service and repair equipment. The other quotes are from companies based in the New York area.

Pro Gym Supply provided a quote for serviced equipment, however, this is used, refurbished equipment from commercial gyms. The equipment already has a lot of wear with a shorter useful life.

Fitness Depot's quote did not fulfill the requirements, had lower quality equipment with no warranty.

Below are (3) bids for the purchase and installation of air conditioning for a Fujitsu 3 Ton, 2 zone Mini-Split system.

- 1) JM&J Plumbing, Heating-Air \$11,493.00
- 2) Reliable Air Conditioning & Heating \$11,975.00
- 3) West Heating and Air Conditioning \$12,900.00

While researching different types of air conditioning units, it was determined the Fujitsu 3 ton mini-split system with two zones would work best in the gym. This system features movable vents. The mini-split system is a condenser style, exterior mounted unit. Cooling lines run from the condenser into the building and feed the cooling ducts providing cold air to the building.

Staff requests low bidder JM&J Plumbing and Heating-Air provide the unit and accompanying electrical work.

Fire Department:

The new fire station plan does not include a gym. This is per floor plan design, size and effort to reduce costs. With both public safety departments contributing to a gym and the

associated equipment, a better facility would be available to public safety staff with cost savings to the city. PD has taken the lead on this project as FD staff has been busy with the new station. However; a need for air conditioning has surfaced as we work to equip the gym. Temperatures over 120 degrees in the building have been recorded this summer. It is not a safe environment for physical fitness training. While the fire department's contribution to this gym will be limited over the next budget year, the Fire Chief has identified air conditioning as a priority and a need for all staff. We are recommending a contribution of \$5,000 to this project.

Recommended funding will come from 19-4222-740 in the amount of \$5,000.00 and the budgeted purchase of a budgeted "vehicle slide out" and a UHF PD radio for the Chief's vehicle will be postponed or cancelled. We ask that funds be reallocated to this higher priority and that we receive authorization to contribute to this project.

Recommendation: Council to approve use of \$17,600 remaining from last year's AB109 funding to purchase of gym equipment from Complete Gym Solutions (CGS) and award the contract to JM&J Plumbing, Heating-Air for the air conditioning unit. Fire Department will contribute \$5,000 to the project.

Fiscal Impact:

The total fiscal impact from Police AB109 funding (Fund 28) 28-4221-740 is \$17,600.00.

Fire Department contribution: \$5,000.00 from 19-4222-740

The Interim Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the department.

Environmental Impact: None

Submitted by: Detective John Boston & Fire Chief Armstrong

City of California City

Budget Transfer Request Form

Department Requesting Transfer: POLICE

Department Head: HURTADO Contact Phone: 760 373 8606

Fund Number: 28

1. Transfer Funds out of account #: 28-03110 Title: PURCHASE OF EQUIPMENT

Current Balance: 104,914 Date Balance was Checked: 8/16/16

Transfer Funds into account #: 28-4221-740 Title: PURCHASE OF EQUIPMENT

Current Balance: 6,441 Date Balance was Checked: 8/16/16

Amount requested to be Transferred: 17,600

Projected New Fund Balance and Budgeted Amount if approved: 87,314⁰⁰ 24,041⁰⁰

Justification: TO PURCHASE AIR CONDITIONING AND GYM EQUIPMENT FOR THE DEPARTMENT GYM.

Department Requesting Transfer: _____

Department Head: _____ Contact Phone: _____

Fund Number: _____

2. Transfer Funds out of account #: _____ Title: _____

Current Balance: _____ Date Balance was Checked: _____

Transfer Funds into account #: _____ Title: _____

Current Balance: _____ Date Balance was Checked: _____

Amount requested to be Transferred: _____

Projected New Fund Balance and Budgeted Amount if approved: _____ / _____

Justification: _____

Authorized Signatures for Account funds to be Transferred

Department Head Requesting the Transfer:

ERIC HURTADO

Print Name

[Signature]

Signature

Date: 8/22/16

City Manager:

Print Name

Signature

Date: _____

For Finance Department Use Only

Are the funds available for transfer: YES ☒ No _____ (one or the other must be checked)

Processed by: Jason B. Williams

Print Name

[Signature]

Signature

Date: 8/29/16

Approved by: _____

Print Name

Signature

Date: _____

City of California City
Budget Transfer Request Form

Department Requesting Transfer: FIRE DEPARTMENT
Department Head: JEFF ARMSTRONG Contact Phone: _____
Fund Number: 19

1. Transfer Funds out of account #: 19-4222-740 Title: PURCHASE OF EQUIPMENT
Current Balance: 85,200 Date Balance was Checked: 8/29/16
Transfer Funds into account #: 28-4221-740 Title: PURCHASE OF EQUIPMENT
Current Balance: 6,441 Date Balance was Checked: 8/29/16
Amount requested to be Transferred: 5,000

Projected New Fund Balance and Budgeted Amount if approved: 80,200 / 11,441
Justification: TO CONTRIBUTE TO PURCHASE OF AIR CONDITIONING & GYM EQUIPMENT FOR THE DEPARTMENT GYM

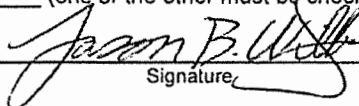
Department Requesting Transfer: _____
Department Head: _____ Contact Phone: _____
Fund Number: _____
2. Transfer Funds out of account #: _____ Title: _____
Current Balance: _____ Date Balance was Checked: _____
Transfer Funds into account #: _____ Title: _____
Current Balance: _____ Date Balance was Checked: _____
Amount requested to be Transferred: _____
Projected New Fund Balance and Budgeted Amount if approved: _____ / _____
Justification: _____

Authorized Signatures for Account funds to be Transferred

Department Head Requesting the Transfer: ARMSTRONG  Date: 8/29/16
Print Name Signature

City Manager: _____ Date: _____
Print Name Signature

For Finance Department Use Only

Are the funds available for transfer: YES ☒ No _____ (one or the other must be checked)
Processed by: DASON B. WILLIAMS  Date: 8/29/16
Print Name Signature
Approved by: _____ Date: _____
Print Name Signature



Complete Gym Solutions

Sales Quote

Quote #: Q001207694
 Customer: CUS05039
 Page: 1/5
 Date: 07/21/2016
 Expires: 08/20/2016

Billing Information:

California City PD
 John Boston
 21000 Hacienda Blvd.
 California City CA 93505
 (760) 373-7029
 jrboston339@yahoo.com

Shipping Information:






California City PD
 John Boston
 21000 Hacienda Blvd.
 California City CA 93505
 (760) 373-7029
 jrboston339@yahoo.com

Account Manager:

Michael Marinelli
 P:(310) 627-5157
 C:(310) 993-8989
 F:(310) 943-2763
 Michael@cgsfit.com

Sales Manager:

Austin J. Hal
 (310) 570-6612
 austin@cgsfit.com

Line #	Qty	Description	Unit Price	Unit Discount	Unit Sell Price	Total Sell Price
Cardio						
1	Remanufactured	Precor 546i Experience Series Elliptical				
						
	1	EL-PR-546E	\$3,595.00	\$-1,300.00	\$2,295.00	\$2,295.00
	1	6 Month (U.S. Domestic) Parts Warranty			\$0.00	\$0.00
2	Remanufactured	Precor 846i Experience Series Recumbent Bike, Flat Black				
						
	1	RB-PR-846E-FB	\$2,195.00	\$-700.00	\$1,495.00	\$1,495.00
	1	6 Month (U.S. Domestic) Parts Warranty			\$0.00	\$0.00
Plate Loaded - Lower Body						
3	Remanufactured	Cybex 45 Degree Leg Press				
						
		Platinum Frame / Black Upholstery				
	1	PL-CY-45LP	\$2,495.00	\$-800.00	\$1,695.00	\$1,695.00
	1	6 Month (U.S. Domestic) Parts Warranty			\$0.00	\$0.00
Benches						
4	New	Muscle D Fitness Elite Seated Preacher Curl Bench				
						
		Platinum Frame / Black Upholstery				
	1	BN-MDF-E-SPCB	\$595.00	\$-100.00	\$495.00	\$495.00
	1	Manufacturers (U.S. Domestic) Warranty			\$0.00	\$0.00
5	New	Muscle D Fitness Elite 45 Degree Hyperextension				
						
		Platinum Frame / Black Upholstery				
	1	BN-MDF-E-45HYP	\$595.00	\$-100.00	\$495.00	\$495.00
	1	Manufacturers (U.S. Domestic) Warranty			\$0.00	\$0.00
Multi Stations						




Initials



Complete Gym Solutions

Sales Quote

Quote #: Q001207694
Customer: CUS05039
Page: 2/5
Date: 07/21/2016
Expires: 08/20/2016

Line #	Qty	Description	Unit Price	Unit Discount	Unit Sell Price	Total Sell Price
Multi Stations						
6	New	Hoist HD-1900-2 Dual Adjustable Pulley (200 lbs. Stacks)				
	1	MS-HOI-HD1900-2	\$3,499.00	\$-604.00	\$2,895.00	\$2,895.00
	1	Manufacturers (U.S. Domestic) Warranty			\$0.00	\$0.00
Free Weights - Kettlebells						
7	New	Cap Barbell Crossfit Kettlebell Set (15-40 lbs. in 5 lbs. Increments)				
		1	KB-CAP-CRSFIT-KTLSET	\$349.00	\$349.00	\$349.00
		1	Manufacturers (U.S. Domestic) Warranty		\$0.00	\$0.00
Flooring						
8	New	Cap Barbell Yoga Mat, Green				
		2	FLR-CAP-YM-G	\$24.99	\$24.99	\$49.98
		2	Manufacturers (U.S. Domestic) Warranty		\$0.00	\$0.00
Functional / Aerobic Training						
9	New	Cap Barbell 42 lbs. Medicine Ball Set w/ Rack (2-12 lbs., 2 lbs. Increments)				
		1	FAT-CAP-MBSWRC	\$269.95	\$269.95	\$269.95
		1	Manufacturers (U.S. Domestic) Warranty		\$0.00	\$0.00



Complete Gym Solutions

Sales Quote

Quote #:	Q001207694
Customer:	CUS05039
Page:	3/5
Date:	07/21/2016
Expires:	08/20/2016

Notes

Freight Info

Freight: Domestic
Location: Business
Delivery: Curbside
Lift Gate: Yes
Pallets: No

Curbside Delivery

Curbside Delivery means that your equipment will be delivered to the curbside ONLY. It will be entirely your responsibility to move your equipment from the curb and bring it inside your facility. It is not the responsibility of the truck driver to move or assemble your equipment.

I acknowledge that I have read and understood the above Freight Information. I also understand and agree to pay all excess charges if I am to instruct the truck driver to go above and beyond the freight service that I am agreeing to in this document.

Initials

Quote Total Before Discounts	\$13,642.93
Discount Total	\$-3,604.00
Quote Subtotal	\$10,038.93

Packing & Dock Fees	\$150.58
Sales Tax	\$917.06
Freight Estimate	\$0.00
Install Labor	\$0.00

Deposit - Inventory Items:	\$4,190.00
Deposit - Special Orders:	\$1,658.93
Total Deposit Required:	\$5,848.93
Payments:	\$0.00

Quote total	\$11,106.57
Payments	\$0.00

Balance to Accept Order: \$5,848.93

Total Due: \$11,106.57

Initials

Date _____

Pro Gym Supply Proposal

Customer: John Bosson
 Email: jbosson339@yahoo.com
 California City - Kern County
 Police Dept.
 713-642-6882

Sales Rep: Christine
 37 Eosm Ave
 West Babylon NY 11704
 Email: christine@ProGymSupply.com
 Phone: 800-504-6068 ext 109
 Cell: 631-804-3052



Line #	Manufacturer	Description	Condition	Qty	Price	Ext Price
OPTION #1						
	Life Fitness	91xi Integrity Elliptical	Serviced	1	\$ 1,395.00	\$ 1,395.00
	Life Fitness	95xi Integrity Recumbent Bike	Serviced	1	\$ 1,195.00	\$ 1,195.00
	Cyber	45 Degree Leg Press	Serviced	1	\$ 1,495.00	\$ 1,495.00
	Promaxima	Proachor Curl Bench	New	1	\$ 455.00	\$ 455.00
	Promaxima	45 Degree Hyperextension	New	1	\$ 388.00	\$ 388.00
	Hoist	Hoist HD-1900-2 Dual Adjustable Pulley (200 lbs. Stacks)	New	1	\$ 3,499.00	\$ 3,499.00
	Cap	Black Cast Iron Kettlebell Set 15-40lb 165lbs total weight	New	1	\$ 206.25	\$ 206.25
	CAP	Reebok Pilates Mat 15mm thick foam	New	1	\$ 27.00	\$ 27.00
	CAP	42 lbs. Medicine Ball Set w/ Rack (2-12 lbs., 2 lbs. Increments)	New	1	\$ 175.50	\$ 175.50
						\$ 8,835.75

****DOES NOT INCLUDE SHIPPING FOR NEW ITEMS**

SHIPPING \$ 1,295.00

10,229

OPTION #2						
	Life Fitness	91xi Integrity Elliptical	Remanufactured	1	\$ 1,895.00	\$ 1,895.00
	Life Fitness	95xi Integrity Recumbent Bike	Remanufactured	1	\$ 1,695.00	\$ 1,695.00
	Cyber	45 Degree Leg Press	Remanufactured	1	\$ 2,295.00	\$ 2,295.00
	Promaxima	Proachor Curl Bench	New	1	\$ 455.00	\$ 455.00
	Promaxima	45 Degree Hyperextension	New	1	\$ 388.00	\$ 388.00
	Hoist	Hoist HD-1900-2 Dual Adjustable Pulley (200 lbs. Stacks)	New	1	\$ 3,499.00	\$ 3,499.00
	Cap	Black Cast Iron Kettlebell Set 15-40lb 165lbs total weight	New	1	\$ 206.25	\$ 206.25
	CAP	Reebok Pilates Mat 15mm thick foam	New	1	\$ 27.00	\$ 27.00
	CAP	42 lbs. Medicine Ball Set w/ Rack (2-12 lbs., 2 lbs. Increments)	New	1	\$ 175.50	\$ 175.50
						\$ 10,735.75

****DOES NOT INCLUDE SHIPPING FOR NEW ITEMS**

SHIPPING \$ 1,295.00

11,030

JM&J PLUMBING, HEATING-AIR

P.O. BOX 636 • APPLE VALLEY, CA 92307
(760) 247-5050 • FAX (760) 247-6268
LIC.# 983860

JULY 27th, 2016

POLICE DEPARTMENT "JOHN BOSTON"
21130 HACIENDA BLVD.
CALIFORNIA, CITY, CA. 93505

PHONE#760-373-8606

E-MAIL: jboston@californiacitypd.org

FAX#760-373-8210

JM&J Plumbing Heating-Air Co., Inc. agrees to furnish all labor and materials as outlined in the space below.

"NEW HEATER, A/C & ELECTRICAL"

*

"NORTH BUILDING GYM"

*

*FURNISH & INSTALL FUJITSU 3 TON, 2 ZONE, 18 SEER R410A HEAT PUMP, MINI-SPLIT SYSTEM

*FURNISH & INSTALL 208/230 VOLT ELECTRICAL SUPPLY FROM EXISTING ELECTRICAL PANEL TO NEW 100 AMP SUB-PANEL

\$11,493.00

West
Heating and Air Conditioning

Lic. #559399

16415 Menahka road

Apple Valley, Ca. 92308

Office 760-242-4632

Fax 760-242-4322

Email lorenwest5@aol.com

July 18, 2016

California City Police Department

21130 Hacienda Bl.

California City, Ca 93505

Contact Person John Boston

Gym

Install Fujitsu 3 ton,

2 zone,

18 sheer

R410A Heat Pump,

Mini split System

Install 100 AMP Sub Panel

\$12,900.00

Permits are extra to contract

Proposal

SINCE 1960

RELIABLE

AIR CONDITIONING & HEATING

LICENSE #534513

P.O. Box 2386

California City, CA 93504

(760) 373-3631

Attn: John Boston

PROPOSAL SUBMITTED TO Cal City Police Dept.		PHONE 373-7029	DATE 8-17-16
STREET 21130 Hacienda Blvd.		JOB NAME Install Mini Split Heat Pump	
CITY STATE AND ZIP Cal City CA 93505		JOB LOCATION Same	
ARCHITECT	DATE OF PLANS	JOB PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Fujitsu Mod. FAOU36RLXFZ1 Condenser

(2) FASU18RLF Wall Mounted Heads

Complete installation of 3 ton mini split heat pump with two 1.5 ton wall mounted heads. Includes line set covers.

Bid does not include any permit costs.

We propose hereby to provide material and labor – complete in accordance with specifications listed above, for the sum of:

Seven thousand nine hundred seventy five-----dollars (\$ 7975.00)

Payment to be made as follows:

Payment due upon completion of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our work is fully guaranteed.

Authorized
Signature

Benny Manney

Note: The offer may be
Withdrawn if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____

Proposal

ED-CE 1142

RELIABLE

AIR CONDITIONING & HEATING

LICENSE #534513

P.O. Box 2386

California City, CA 93504

(760) 373-3631

Attn: John Boston

PROPOSAL SUBMITTED TO Cal City Police Dept.		PHONE 760-373-7029	DATE 8-3-16
STREET 21130 Hacienda Blvd.		JOB NAME Install Electrical to Weight Room	
CITY STATE AND ZIP Cal City CA 93505		JOB LOCATION Same	
ARCHITECT	DATE OF PLANS		JOB PHONE

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Install 100 amp electrical service with sub panel to weight room for
air conditioner power.

Includes all parts and labor.

We propose hereby to provide material and labor - complete in accordance with specifications listed above, for the sum of:

Four thousand-----dollars (\$4000.00)

Payment to be made as follows:

Payment due upon completion of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our work is fully guaranteed.

Authorized
Signature

Bary Marry

Note: The offer may be
Withdrawn if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____

City of California City
Expenditures with Comparison to Budget
For the 1 Months Ending July 31, 2016

AB 109 FUND

	Period Actual	YTD Actual	Budget	Balance	%
<u>PUBLIC SAFETY - AB 109</u>					
<u>AB 109</u>					
28-4221-111 Straight Overtime	.00	.00	5,000.00	5,000.00	.0
28-4221-112 Premium Overtime	.00	.00	25,000.00	25,000.00	.0
28-4221-120 Temporary/Part Time	.00	.00	5,000.00	5,000.00	.0
28-4221-132 Medicare	.00	.00	751.00	751.00	.0
28-4221-135 Unemployment Ins	.00	.00	154.00	154.00	.0
28-4221-136 Worker's Comp	.00	.00	3,467.00	3,467.00	.0
28-4221-140 Uniforms/Safety Equip	.00	.00	1,200.00	1,200.00	.0
28-4221-230 Meals	.00	.00	4,000.00	4,000.00	.0
28-4221-330 Training	.00	.00	5,000.00	5,000.00	.0
28-4221-450 Special Depart Supp	.00	.00	1,487.00	1,487.00	.0
28-4221-630 Other Contracts	.00	.00	5,000.00	5,000.00	.0
28-4221-740 Purchase of Equipment	.00	.00	6,441.00	6,441.00	.0
Total AB 109	.00	.00	62,500.00	62,500.00	.0
Total PUBLIC SAFETY - AB 109	.00	.00	62,500.00	62,500.00	.0
Total Fund Expenditures	.00	.00	62,500.00	62,500.00	.0
Net Revenue Over Expenditures	2,267.19	2,267.19	.00	(2,267.19)	.0

white only

1064

THREE-WAY LEASE - LEASE-IN - Deal Review

9-07-16

Customer: CALIFORNIA CITY POLICE DEPT | Stock # : (NEW)
Home Ph#: | Lease :
Work Ph#: | Trade-In: N/A
Salesperson: | Bank : WELLS FARGO

Cap Cost 38,011.72

***** PAYMENT SCHEDULE *****

Residual Value (949.24)
Depreciation 37,062.48

#	Due/Starting	Amount
1	9-07-16	1,898.50
47	11-05-16	949.25
1	10-05-20	949.24

Monthly Depreciation 772.14
Monthly Lease Fee 110.88
Monthly Sales Tax 56.23
Total Monthly Payment 949.25

Advance Payment (s) 949.25
Deposit 949.25
Drive-Off 1,898.50

48mo Security Deposit Buy out

\$1,898.50 Driveoff

\$949.25 x 48mo

BO Buyout.

white

Black & white

1/4

THREE-WAY LEASE - LEASE-IN - Deal Review

9-07-16

Customer: CALIFORNIA CITY POLICE DEPT | Stock # : (NEW)
Home Ph#: | Lease :
Work Ph#: | Trade-In: N/A
Salesperson: | Bank : WELLS FARGO

Cap Cost 40,567.52

***** PAYMENT SCHEDULE *****

Residual Value (1,011.26)
Depreciation 39,556.26

#	Due/Starting	Amount
1	9-07-16	2,022.52
47	11-05-16	1,011.26
1	10-05-20	1,011.26

Monthly Depreciation 824.09
Monthly Lease Fee 116.62
Monthly Sales Tax 70.55
Total Monthly Payment 1,011.26

Advance Payment (s) 1,011.26
Deposit 1,011.26
Drive-Off 2,022.52

\$2022.52 Driveoff

48mo Security Deposit Buyout

\$1,011.26 x 48mo

\$0 Buyout.

Black/white

Prepared By:
administrator
crest chevrolet
909w 21 st
san bernardino, CA 92405
Phone: (909) 883-8833
Fax: (909) 882-8623
Email: danzank@crestchevy.com

2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

JF4	PEDALS, POWER-ADJUSTABLE FOR ACCELERATOR AND BRAKE	W/A
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III	W/A
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT	W/A
6C7	LIGHTING, RED AND WHITE FRONT AUXILIARY DOME	W/A
9G8	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CON	W/A
VQ2	FLEET PROCESSING OPTION	W/A
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY	W/A
SUBTOTAL		W/A
Advert/Adjustments		W/A
Destination Charge		W/A
TOTAL PRICE		W/A
Est City: 16.00 mpg		
Est Highway: 23.00 mpg		
Est Highway Cruising Range: 598.00 mi		

Price for Black+White Tahoe
\$40,200.—

Plus your TAX RATE + TIRE TAX \$8.75

Price for White Tahoe
\$37,500.—

Plus your TAX RATE + TIRE TAX \$8.75

MUNICIPAL QUOTE. THUR ALLY FIN.

RATE 5.19 PAYMENT ANNUAL BASE ON TOTAL PRICE.

OF 77,700.00 BOTH. 20,923.19 YR.

TAX NOT INCL IN FIGURE.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 454.0, Data updated 8/30/2016
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:



Municipal Finance Department
1 American Road, MD 7500
Dearborn, Michigan 48126

September 01, 2016

John Oviyach
National Auto Fleet Group
john.oviyach@verizon.net

RE: City of California City, CA, Quote #85915

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Option	Quantity	Description					Price
A	1	2017 Tahoe 4x4 PPV Utilities					\$40,371.00
	1	7.50% Sales Tax					\$3,027.83
	1	Transport					\$379.00
	1	tire tax					\$8.75
	Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount	
	\$44,331.58	16	Quarterly in Advance	5.95%	0.069658	\$3,088.05	

Option	Quantity	Description					Price
B	1	2017 Tahoe 4x4 PPV Utilities					\$40,371.00
	1	7.50% Sales Tax					\$3,027.83
	1	Transport					\$379.00
	1	tire tax					\$8.75
	Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount	
	\$44,331.58	4	Annual in Advance	6.45%	0.273904	\$12,142.60	

Option	Quantity	Description					Price
C	1	2017 Tahoe 4x4 PPV Utilities					\$38,904.00
	1	7.50% Sales Tax					\$2,917.80
	1	Transport					\$379.00
	1	tire tax					\$8.75
	Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount	
	\$42,754.55	4	Annual in Advance	6.45%	0.273904	\$11,710.64	

Option	Quantity	Description					Price
D	1	2017 Tahoe 4x4 PPV Utilities					\$38,904.00
	1	7.50% Sales Tax					\$2,917.80
	1	Transport					\$379.00
	1	tire tax					\$8.75
	Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount	
	\$42,763.65	16	Quarterly in Advance	5.95%	0.069658	\$2,978.83	

*\$545.00 underwriting fee included

EXPIRATION DATE: 12/31/2016

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

**STAFF REPORT
City Council**

Meeting Date: September 13, 2016

To: Mayor and Council

From: Chief Eric Hurtado

Subject: Patrol Vehicle Replacement Program

BACKGROUND: The California City Police Department's vehicle fleet is primarily composed of 2006, 2008, 2011 Ford Crown Victoria – Police Interceptor sedans and 2014 Chevrolet Tahoe Police Pursuit Vehicle's (PPV'S). In 2011 Ford Motor Company ceased the production of the Crown Victoria. Many law enforcement agencies have studied a variety of other models that have been made specifically for a patrol vehicle. These manufacturers include: Ford, Dodge, and Chevrolet.

The California Highway Patrol, Ventura County Sheriff's Department and Los Angeles County Sheriff's Department have performed independent testing of the available vehicles. The top two vehicles that are also conducive to our desert terrain are the Ford Explorer Interceptor and the Chevrolet Tahoe Police Pursuit Vehicle.

Our Replacement Program would rotate the oldest vehicles to either a non-emergency response vehicle or be set aside for public auction. The program would include the replacement of emergency response vehicles that are either too costly to maintain or are no longer in a condition to be a regular response vehicle. We started the replacement program in 2015 with the Purchase of three (3) Chevrolet PPV's. In FY 2015-16 the funding for replacement vehicles was set aside to balance the budget. This FY we will continue the vehicle replacement plan by replacing four (4) patrol vehicles with Chevrolet PPV's.

This year we will be replacing four vehicles. They include:

VEHICLE #	VEHICLE YEAR	CURRENT MILEAGE	EST MILEAGE @ TIME OF REPLACEMENT
309	2008	175,000	200,000+ Retire
310	2011	135,000	160,000 (Reserve Car)
311	2011	140,000	165,000 (Reserve Car)
315	2008	195,000	220,000+ Retire

The date of replacement can take up to 4 months, depending on vehicle stock, production time, and additional time to install equipment into the vehicle (lights, siren, cage, radio, decals etc). Additional future costs on the replacement vehicles could range

NB 3.

\$6,000 - \$10,000, depending on equipment that could be recycled from retired vehicles and be placed onto the replacement vehicle.

The bidding for the Black and White Chevrolet Tahoes are as follows:

Dealership	Vehicle	Total Vehicle Cost	Annual Cost for 4 year Lease
Wonderies Auto	2017 Black/Whi Chevrolet Tahoe PPV 4WD	\$44,331.58	\$12,142.60
Crest Chevrolet	2017 Black/Whi Chevrolet Tahoe PPV 4WD	\$43,223.75	\$11,639.37
3-Way Chevrolet	2017 Black/Whi Chevrolet Tahoe PPV 4WD	\$40,567.52	\$12,640.75

The bidding for the White Chevrolet Tahoe is as follows:

Dealership	Vehicle	Total Vehicle Cost	Annual Cost for 4 year Lease
Wonderies Auto	2017 Whi Chevrolet Tahoe PPV 4WD	\$42,754.55	\$11,710.64
Crest Chevrolet	2017 Whi Chevrolet Tahoe PPV 4WD	\$40,321.25	\$10,857.78
3-Way Chevrolet	2017 Whi Chevrolet Tahoe PPV 4WD	\$38,011.72	\$11,865.63

The vehicles would be purchase/lease with a 4-year term. Staff recommends three (3) Black/white PPV and one (1) white PPV.

RECOMMENDATION:

Purchase/lease four (4) Chevy Tahoe PPV's from Crest Chevrolet for total of \$45,775.89/Annual Lease payment (4-year term).

FISCAL IMPACT:

The funding for this project will be from the following funds:

29-4219-740 OHV Permits-Purchase of Equipment (Balance: \$38,254) **\$20,000.00**

18-4212-253 Vehicle Equipment (Balance: \$20,000) **\$20,000.00**

18-4212-740 Police Services-Purchase of Equipment (Balance: \$42,000) **\$42,000.00**

The Interim Finance Director has reviewed the staff report and finds the recommendations to be within the budget restraints of the Department.

ENVIRONMENTAL IMPACT: None

Submitted: Chief Hurtado